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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्यालय, मुख्य आयकर आयुक्त

नाशिक, 20 जुलाई, 2009

का.आ. 2035.—आयकर नियमावली, 1961 की धारा 10 के खंड (23ग) के उप-खंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैं, मुख्य आयकर आयुक्त, नाशिक एतद्वारा यह अधिसूचित करता हूँ कि लातूर तथा उस्मानाबाद जिला माथाडी तथा आरक्षित रोजगार बोर्ड, लातूर (इसके बाद "बोर्ड" कहा गया) की ओर से प्राप्त की गई कोई आय निम्नलिखित शर्तों के लिए ऐसे व्यक्ति की सकल आय में कराधेय आय के रूप में शामिल नहीं की जाएगी :—

- (i) बोर्ड अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है तथा उस मामले में जहाँ इसकी पंद्रह प्रतिशत से अधिक आय अप्रैल, 2002 के पहले दिन में या उसके पश्चात् आय एकत्र की गई है, इसकी आय के संचयन की राशि के पंद्रह दिन में या उसके पश्चात् आय एकत्र की गई है, इसकी आय के संचयन राशि के पंद्रह प्रतिशत से अधिक होने की अवधि किसी भी स्थिति में पाँच वर्ष से अधिक नहीं होनी चाहिए;

- (ii) बोर्ड उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उप-धारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से अपनी निधि (जेवर - जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करेगा;

- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जोकि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार बोर्ड के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएँ नहीं रखी जाती हों;

- (iv) बोर्ड आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आयकर प्राधिकारी के समक्ष दाखिल करेगी;

- (v) विघटन की स्थिति में बोर्ड अतिरिक्त राशियाँ और परिसमाप्तियाँ समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएगी;

(vi) बोर्ड अपने खातों की लेखा परीक्षक द्वारा लेखापरीक्षा करके धारा 288 की उप-धारा (2) के तहत निश्चित किए गए स्पष्टीकरण एवं आय के रिटर्न के साथ प्रस्तुत करें। ऐसी लेखापरीक्षा रिपोर्ट निर्धारित प्रारूप में लेखा परीक्षक से विधिवत हस्ताक्षरित एवं सत्यापित की जाए एवं निर्धारित किए गए ऐसे विवरणों को सम्मुख रखा जाए।

2. यह अधिसूचना केवल बोर्ड की ओर से आय के प्राप्तकर्ता पर ही लागू होगी न कि इस तरह के प्राप्तकर्ता द्वारा किसी प्राप्ति अथवा आय पर। बोर्ड की आय की कराधेयता अथवा अन्यथा पर, आयकर अधिनियम, 1961 के उपबंधों के अनुसार पृथक रूप से विचार किया जाए।

3. यह अधिसूचना नि.च. 2007-2008 से आगे के लिए लागू रहेगी।

4. बाद में यदि यह पाया गया कि बोर्ड की गतिविधियाँ प्रामाणिक नहीं हैं अथवा उसकी गतिविधियाँ सभी या किसी एक उन शर्तों के अनुरूप संचालित नहीं की जा रही हैं जिनके अधीन उसे अधिसूचित किया गया था, तो उपरोक्त अधिसूचना को अधोहस्ताक्षरी द्वारा निरस्त किया जा सकता है।

[सं. ना./मु.आ.आ./तक.(3/8)/10(23ग)(iv)/2009-10/1336]

व्ही. के. श्रीधर, मुख्य आयकर आयुक्त

OFFICE OF THE CHIEF COMMISSIONER OF INCOME TAX

Nashik, the 20th July, 2009

S.O. 2035.—In exercise of powers conferred by the sub-clause (iv) of the Clause (23C) of Section 10 of the Income Tax Act, 1961, I, Chief Commissioner of Income Tax, Nashik hereby notifies that any income received by any person on behalf of Latur and Osmanabad District Mathadi and Unprotected Labour Board, Latur (hereinafter the "Board") shall not be included in the total income of such person subject to the following conditions, namely:—

- (a) the Board will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established and in a case where more than fifteen per cent of its income is accumulated on or after the 1st day of April, 2002, the period of the accumulation of the amount exceeding fifteen per cent of its income shall in no case exceed five years;
- (b) the Board will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture, etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;

(c) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the Board and separate books of account are maintained in respect of such business;

(d) the Board will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-Tax Act, 1961;

(e) that in the event of dissolution of the Board, its surplus and the assets will be given to an organization with similar objectives;

(f) the Board will get its accounts audited by an accountant as defined in Explanation below sub-section (2) of Section 288 and furnish along with the return of Income. The report of such audit in the prescribed form duly signed and verified by such accountant and setting forth such particulars as may be prescribed.

2. This notification is applicable only to the recipients of income on behalf of the Board and not to any other receipt or income of such recipients. Taxability or otherwise of the income of the Board would be separately considered as per the provisions of the Income-tax Act, 1961.

3. This notification is applicable for A. Ys. 2007-08 onwards.

4. The above notification is liable to be rescinded by the undersigned, if it is subsequently found that the activities of the Board are not genuine or if they are not carried out in accordance with all or any of the conditions subject to which it was notified.

[No. N/CCIT/Tech(3/8)/10(23C)(iv)/2009-10/1336]

V. K. SHRIDHAR, Chief Commissioner of Income Tax

कार्यालय, मुख्य आयकर आयुक्त

जयपुर, 21 जुलाई, 2009

सं. 5/2009-2010

का.आ. 2036.—आयकर नियम, 1962 के नियम 2सीए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43वां) की धारा 10 के खण्ड (23सी) की उप-धारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर एतद्वारा निर्धारण वर्ष 2008-2009 एवं आगे के लिए कथित धारा के उद्देश्य से "श्री श्याम शिक्षण संस्थान, जयपुर" को स्वीकृति देते हैं।

बशर्ते कि समिति आयकर नियम, 1962 के नियम 2सीए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के उप-खण्ड (23सी) की उप-धारा (vi) के प्रावधानों के अनुरूप कार्य करे।

[क्रमांक : मुआआ/अआआ/(मु)/जय/10(23सी)(vi)/2009-10/1477]

बी. एस. डिल्लों, मुख्य आयकर आयुक्त

**OFFICE OF THE COMMISSIONER
OF INCOME TAX**

Jaipur, the 21st July, 2009

No. 5/2009-2010

S.O. 2036.—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961(43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves "Shree Shyam Shikshan Sansthan, Jaipur" for the purpose of said Section for the A. Yrs. 2008-2009 and onwards.

Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/Addl. CIT(Hqrs.)/10(23C)(vi)/
2009-10/1477]

B. S. DHILLON, Chief Commissioner of Income-tax

वित्त मंत्रालय

(आर्थिक कार्य विभाग)

नई दिल्ली, 23 जुलाई, 2009

क्र.आ. 2037.—केन्द्रीय सरकार, भारतीय प्रतिभूति और विनियम बोर्ड अधिनियम, 1992(1992 का 5) की धारा 29 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय प्रतिभूति और विनियम बोर्ड (अध्यक्ष एवं सदस्यों की सेवा शर्तें तथा निबंधन) नियम, 1992 में और संशोधन करने के लिए निम्नलिखित नियम बनाती हैं, अर्थात् :—

1. (1) इन नियमों का संक्षिप्त नाम भारतीय प्रतिभूति और विनियम बोर्ड (अध्यक्ष एवं सदस्यों की सेवा शर्तें तथा निबंधन) संशोधन नियम, 2009 है।

(2) ये सरकारी राजपत्र में उनके प्रकाशन की तारीख से प्रवृत्त होंगे।

2. भारतीय प्रतिभूति और विनियम बोर्ड (अध्यक्ष एवं सदस्यों की सेवा शर्तें तथा निबंधन) नियम, 1992 (जिसे इसमें इसके पश्चात् उक्त नियम कहा गया है), के नियम 3 में—

(i) उप-नियम (2) में, अंक तथा शब्द "3 वर्ष" के स्थान पर "पाँच वर्ष" शब्द रखे जाएंगे;

(ii) उप-नियम (3) के पश्चात्, निम्न उप-नियम अंतःस्थापित किए जाएंगे, अर्थात्:—

"(4) अध्यक्ष या पूर्णकालिक सदस्य सिवाए केन्द्रीय सरकार की पूर्व स्वीकृति के भारतीय प्रतिभूति और विनियम बोर्ड में पद छोड़ने की तारीख से एक वर्ष की अवधि की समाप्ति से पूर्व कोई नियोजन स्वीकार नहीं करेगा।

(5) अध्यक्ष और प्रत्येक पूर्णकालिक सदस्य की नियुक्ति केन्द्रीय सरकार द्वारा एक खोज-सह-चयन समिति की अनुमति पर की जाएगी जिसमें निम्नलिखित शामिल होंगे, अर्थात्:—

(क) मंत्रिमंडल सचिव — अध्यक्ष

(ख) सचिव, आर्थिक कार्य विभाग — सदस्य

(ग) अध्यक्ष, सेबी (पूर्णकालिक सदस्य के चयन के लिए) — सदस्य

(घ) संगत क्षेत्र से दो लब्धप्रतिष्ठ — सदस्य" विशेषज्ञ जिन्हें केन्द्रीय सरकार द्वारा नामनिर्दिष्ट किया जाएगा

3. उक्त नियम के नियम 4 में —

(क) उप-नियम (1) के स्थान पर निम्नलिखित उप-नियम रखा जाएगा; अर्थात्:—

"(1) अध्यक्ष तथा पूर्णकालिक सदस्यों को निम्नलिखित वेतन प्राप्त करने का विकल्प होगा,—

(क) क्रमशः भारत सरकार के सचिव तथा अपर सचिव को अनुज्ञेय वेतन; या (ख) क्रमशः 3,00,000 रुपये प्रतिमाह तथा 2,50,000 रुपये प्रतिमाह का समेकित वेतन :

परंतु शर्त यह है कि अध्यक्ष तथा पूर्णकालिक सदस्य, जो भारतीय प्रतिभूति और विनियम बोर्ड (अध्यक्ष एवं सदस्यों की शर्तें तथा निबंधन) संशोधन नियम, 2009 के प्रारंभ की तारीख को इस प्रकार अध्यक्ष या यथास्थिति सदस्य के रूप में पद धारित किए हुए हैं, उसे पहली जनवरी, 2006 से उप-नियम (1) के अधीन विकल्प प्राप्त होगा।"

(ख) उप-नियम (2) का लोप किया जाएगा;

(ग) उप-नियम (3) में, "अध्यक्ष या पूर्णकालिक सदस्य" शब्द, अंक तथा कोष्ठक "जिन्होंने उप-नियम (1) के खंड (क) के अधीन वेतन का विकल्प चुना है और" अंतःस्थापित किए जाएंगे;

4. उक्त नियमों के नियम 5 में, शब्दों "अध्यक्ष तथा पूर्णकालिक सदस्य" शब्द के पश्चात् "जिन्होंने नियम 4 के उप-नियम (1) के खंड (क) के अधीन विकल्प चुना है" अंतःस्थापित किए जाएंगे।

5. उक्त नियम के नियम 12 में, उप-नियम (3) के पश्चात् निम्नलिखित उप-नियम अंतःस्थापित किए जाएंगे, अर्थात्:—

"(4) इस नियम में ऐसा कुछ भी निहित नहीं है जो अध्यक्ष तथा किसी पूर्णकालिक सदस्य पर प्रयोज्य हो जिसने नियम 4 के उप-नियम (1) के खंड (ख) के अधीन वेतन का विकल्प चुना है।"

6. उक्त नियम के नियम 13 में, उप-नियम (3) के पश्चात्, निम्नलिखित उप-नियम रखा जाएगा, अर्थात्:—

“(3) इस नियम में ऐसा कुछ भी निहित नहीं है जो अध्यक्ष तथा किसी पूर्णकालिक सदस्य पर प्रयोज्य हो जिसने नियम 4 के उप-नियम (1) के खंड (ख) के अधीन वेतन का विकल्प चुना है।”

[फा. सं. 2/106/2006-आरई]

ए. के. सिन्हा, अवर सचिव

टिप्पण : मूल नियम भारत के राजपत्र, असाधारण में अधिसूचना सं. का.आ. 146(अ) तारीख 21 फरवरी, 1992 के अधीन प्रकाशित किए गए थे और तत्पश्चात् उनमें अधिसूचना सं. का.आ. 153 (अ) तारीख 7 फरवरी, 1994 और का.आ. 732 (अ) तारीख 18 मई, 2006 के अधीन संशोधन किया गया था।

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 23rd July, 2009

S.O. 2037.—In exercise of the powers conferred by Section 29 of the Securities and Exchange Board of India Act, 1992 (5 of 1992), the Central Government hereby makes the following rules further to amend the Securities and Exchange Board of India (Terms and Conditions of Service of Chairman and Members) Rules, 1992, namely:—

1. (1) These rules may be called the Securities and Exchange Board of India (Terms and Conditions of Service of Chairman and Members) Amendment Rules, 2009.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Securities and Exchange Board of India (Terms and Conditions of Service of Chairman and Members) Rules, 1992 (hereinafter refer to as the said rules), in rule 3,—

- (i) in sub-rule (2) for the figure and words “3 years”, the words “five years” shall be substituted;
- (ii) after sub-rule (3), the following sub-rules shall be inserted, namely:—

“(4). The Chairman or whole time Member shall not accept any employment before the expiry of a period of one year from the date of demitting the office in the Securities and Exchange Board of India, except with the previous sanction of the Central Government.

(5). The Chairman and every whole time Member shall be appointed by the Central Government on the recommendation of a Search-cum-Selection Committee consisting of the following, namely:—

(a) the Cabinet Secretary —Chairman;

(b) the Secretary, Department of Economic Affairs —Member;

(c) the Chairman SEBI (for selection of whole time Member) —Member

(d) two experts of eminence from the relevant field to be nominated by the Central Government; —Member

3. In rule 4 of the said rules,

(a) for sub-rule (1), the following sub-rule shall be substituted, namely:—

“(1) The Chairman and whole time Members shall have an option to receive pay,— (a) as admissible to a Secretary and Additional Secretary to the Government of India respectively; or (b) a consolidated salary of Rs.3,00,000 per month and Rs.2,50,000 per month respectively:—

Provided that the Chairman and the whole time Member who holds the office as such Chairman or, as the case may be, the Member, on the date of commencement of the Securities and Exchange Board of India (Terms and Conditions of Chairman and Members) Amendment Rules, 2009, shall have option under sub-rule (1) with effect from the 1st day of January, 2006.”

(b) sub rule (2) shall be omitted;

(c) in sub rule (3), after the words “Chairman or a whole time Member”, the words, figures and brackets “who has opted pay under clause (a) of sub-rule (1) and” shall be inserted;

4. In rule 5 of the said rules, after the words “the Chairman and a whole time Member”, the words, “who has opted pay under clause (a) of sub-rule (1) of rule 4” shall be inserted.

5. In rule 12 of the said rules, after sub-rule (3), the following sub-rule shall be inserted, namely:—

“(4) Nothing in this rule shall apply to the Chairman and a whole time Member who has opted pay under clause (b) of sub-rule (1) of rule 4”.

6. In rule 13 of the said rules, after sub-rule (3), the following sub-rule shall be substituted, namely:—

“(3) Nothing in this rule shall apply to the Chairman and a whole time Member who has opted pay under clause (b) of sub-rule (1) of rule 4”.

[F. No. 2/106/2006-RE]

A. K. SINHA, Under Secy.

Note:—The principal rules were published in the Gazette of India, Extraordinary, vide notification number S.O. 146 (E), dated the 21st February, 1992 and subsequently amended vide notification numbers S.O. 153 (E), dated the 7th February, 1994 and S.O. 732(E), dated the 18th May, 2006.

वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 29 जुलाई, 2009

का.आ. 2038.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उप-नियम (2) के साथ पठित मैसर्स इटालैब प्राइवेट लिमिटेड, नं. 149, गोविन्दप्पा नाइकेन स्ट्रीट, चेन्नई-600001 को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए भारत सरकार के तत्कालीन वाणिज्य मंत्रालय की अधिसूचना सं. का.आ. 3975 तारीख 20 दिसम्बर, 1965 के साथ सम्बद्ध अनुसूची में विनिर्दिष्ट खनिज और अयस्क (समूह- I) अर्थात् लौह अयस्क के निर्यात से पूर्व निम्नलिखित शर्तों के अधीन चेन्नई में उक्त खनिजों और अयस्कों का निरीक्षण करने के लिए एक अधिकरण के रूप में मान्यता देती है, अर्थात् :—

- (i) मैसर्स इटालैब प्राइवेट लिमिटेड, चेन्नई, खनिज और अयस्क समूह-I का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के उप-नियम (4) के अधीन निरीक्षण का प्रमाण-पत्र देने के लिए उनके द्वारा अपनाई गई पद्धति की जांच करने के लिए, इस संबंध में निर्यात निरीक्षण परिषद् द्वारा नामनिर्देशित अधिकारियों को पर्याप्त सुविधाएं देगी।
- (ii) मैसर्स इटालैब प्राइवेट लिमिटेड, चेन्नई, इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) निर्यात निरीक्षण परिषद् द्वारा समय-समय पर लिखित में दिए गए निर्देशों से आबद्ध होंगे।

[फा. सं. 4/4/2009-ईआई एंड ईपी]

किरण पुरी, निदेशक

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 29th July, 2009

S. O. 2038.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises M/s. Italab Private Limited, No. 149, Govindappa Naicken Street, Chennai-600001 as an agency for a period of three years with effect from the date of publication of this notification, for inspection of Minerals and Ores (Group-I), namely, Iron Ore as specified in the Schedule to the notification of the Government of India in the erstwhile Ministry of Commerce number S.O. 3975, dated the 20th December, 1965, prior to the export of the said Minerals and Ores at Chennai, subject to the following conditions, namely :—

- (i) that M/s. Italab Private Limited, Chennai shall given adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in sending the report of the results of inspection under sub-rule (4) of rule 4 of the Export of Minerals and Ores, Group-I (Inspection) Rules, 1965, and
- (ii) that M/s. Italab Private Limited, Chennai in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[F. No. 4/4/2009-EI & EP]

KIRAN PURI, Director

नई दिल्ली, 29 जुलाई, 2009

का.आ. 2039.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उपनियम (2) के साथ पठित निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सुपरिटेंडेंस कम्पनी ऑफ इंडिया प्राइवेट लिमिटेड, प्लॉट नं. 545/1707 (दूसरा तल), सजीवनी अस्पताल के निकट, लेविस रोड, भुवनेश्वर-751002, को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. का.आ. 3975 तारीख 20 दिसम्बर, 1965 से उपाबद्ध अनुसूची में यथाविनिर्दिष्ट खनिज और अयस्क (समूह- I) अर्थात् लौह अयस्क और मैंगनीज अयस्क, मैंगनीज डॉयक्साइड को छोड़कर और अधिसूचना सं. का.आ. 3978 तारीख 20 दिसम्बर, 1965 से उपाबद्ध अनुसूची में यथा विनिर्दिष्ट खनिज और अयस्क (समूह- II) अर्थात् मैंगनीज डॉयक्साइड और क्रोम अयस्क सहित क्रोम कंसन्ट्रेट का निम्नलिखित शर्तों के अधीन रहते हुए, भुवनेश्वर में उक्त खनिजों और अयस्कों के निर्यात से पूर्व निरीक्षण करने के लिए एक अधिकरण के रूप में मान्यता देती है, अर्थात् :—

- (i) मैसर्स सुपरिटेंडेंस कम्पनी ऑफ इंडिया प्राइवेट लिमिटेड, भुवनेश्वर खनिज और अयस्क (समूह-I) का निर्यात (निरीक्षण) नियम, 1965 खनिज और अयस्क (समूह-II) का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण का प्रमाण-पत्र देने में उनके द्वारा अपनाई गई पद्धति की जांच करने के लिए, इस निमित्त निर्यात निरीक्षण परिषद् द्वारा नामनिर्देशित अधिकारियों को पर्याप्त सुविधाएं देगी;
- (ii) मैसर्स सुपरिटेंडेंस कम्पनी ऑफ इंडिया प्राइवेट लिमिटेड, भुवनेश्वर इस अधिसूचना के अधीन अपने कृत्यों के अनुपालन में निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) ऐसे निर्देशों से जो निर्यात निरीक्षण परिषद् द्वारा समय-समय पर लिखित में दिए जाएं आबद्ध होंगे।

[फा. सं. 4/5/2009-ईआई एंड ईपी]

किरण पुरी, निदेशक

New Delhi, the 29th July, 2009

S. O. 2039.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises M/s. Superintendence Company of India Private Limited, Plot No. 545/1707, (2nd Floor), Near Sanjeevani Hospital, Lewis Road, Bhubaneswar-751002, as an agency for a period of three years with effect from the date of publication of this notification, for inspection of Minerals and Ores (Group-I), namely, Iron Ore and Manganese Ore excluding Manganese Dioxide as specified in the Schedule annexed to the notification number S.O. 3975, dated the 20th December, 1965, and (Group-II), namely, Manganese Dioxide and Chrome Ore including Chrom Concentrates, as specified in the Schedule annexed to the notification of the Government of India, in the Ministry of Commerce vide number S.O. 3978, dated the 20th December, 1965, prior to the export of the said Minerals and Ores at Bhubaneswar, subject to the following conditions, namely :—

- (i) that M/s. Superintendence Company of India Private Limited, Bhubaneswar shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores, Group-I (Inspection) Rules, 1965, and the Export of Minerals and Ores, Group-II (Inspection) Rules, 1965; and
- (ii) that M/s. Superintendence Company of India Private Limited, Bhubaneswar in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[F. No. 4/5/2009-EI & EP]

KIRAN PURI, Director

नई दिल्ली, 29 जुलाई, 2009

का.आ. 2040.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उपनियम (2) के साथ पठित निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सुपरिटेण्डेंस कम्पनी ऑफ इंडिया प्राइवेट लिमिटेड, प्लॉट नं. वाई-23, ब्लॉक-ईपी, सेक्टर-V, साल्ट लेक, कोलकाता-700091 को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. का.आ. 3975 तारीख 20 दिसम्बर, 1965 में उपाबद्ध अनुसूची में विनिर्दिष्ट खनिज और अयस्क (समूह-I) अर्थात् लौह अयस्क और मैंगनीज अयस्क, मैंगनीज डाईआक्साइड को छोड़कर उक्त खनिजों और अयस्क के निर्यात से पूर्व निम्नलिखित शर्तों के

अधीन कोलकाता में, निरीक्षण करने के लिए एक अधिकरण के रूप में मान्यता प्रदान करती है, अर्थात् :—

- (i) यह कि मैसर्स सुपरिटेण्डेंस कम्पनी ऑफ इंडिया प्राइवेट लिमिटेड, कोलकाता, खनिज और अयस्क समूह-I (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण का प्रमाण-पत्र देने के लिए उनके द्वारा अपनाई गई पद्धति की जांच करने के लिए, इस निमित्त निर्यात निरीक्षण परिषद् द्वारा नामित अधिकारियों को पर्याप्त सुविधाएं देगी; और
- (ii) यह कि मैसर्स सुपरिटेण्डेंस कम्पनी ऑफ इंडिया प्राइवेट लिमिटेड, कोलकाता, इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) द्वारा समय-समय पर लिखित में दिए गए निर्देशों से आबद्ध होंगी।

[फा. सं. 4/6/2009-ईआइ एंड ईपी]

किरण पुरी, निदेशक

New Delhi, the 29th July, 2009

S.O. 2040.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises M/s. Superintendence Company of India Private Limited, Plot No. Y-23, Block-EP, Sector-V, Salt Lake, Kolkata-700091, as an agency for a period of three years with effect from the date of publication of this notification, for inspection of Minerals and Ores (Group-I), namely, Iron Ore and Manganese Ore excluding Manganese Dioxide as specified in the Schedule annexed to the Notification of the Government of India, in the Ministry of Commerce, notification S.O. number 3975, dated the 20th December, 1965, prior to the export of the said Minerals and Ores at Kolkata, subject to the following conditions, namely :—

- (i) that M/s. Superintendence Company of India Private Limited, Kolkata shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores, Group-I (Inspection) Rules, 1965, and
- (ii) that M/s. Superintendence Company of India Private Limited, Kolkata in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[F. No. 4/6/2009-EI & EP]

KIRAN PURI, Director

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 24 जुलाई, 2009

का.आ. 2041.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिनके विवरण नीचे अनुसूची में दिए गए हैं को लाइसेंस प्रदान किए गये हैं :

अनुसूची

क्रम संख्या	लाइसेंस संख्या	लाइसेंस मंजूरी तिथि	पार्टी का नाम एवं पता (कारखाना)	उत्पाद	आई एस संख्या/भाग/खंड वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1.	7945905	20090522	जोसेफ लेसलि डूगर में. प्रा.लि. सगर मंथन इण्ड. इस्टेट, गोकियारा विलेज, बोईदा पाडा, सातविली रोड, वसई (पूर्व)- 401208 जिला-थाने	रक्शन संरक्षी उपस्करों में प्रयुक्त गैस फिल्टर और संयोग फिल्टर	15323 : 2003
2.	7921079	20090527	रियल ड्रिंक प्रा. लि. संत इनेज, पीडब्ल्यूडी टोनका के नजदीक, पणजी-403001 गोवा	पैकेजबंद पीने का पानी (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 2004
3.	7942592	20090527	टेक्नो 3 एक्वा प्रा. लि. दराडे फार्म, नगर चौकी रोड, मनमाड, नासिक-423104	पैकेजबंद पीने का पानी (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 2004
4.	7944293	20090529	कॉकण फूड एवं बेवरेजेज प्लॉट सं. 20, झडगांव, एमआईडीसी, रत्नागिरी-415639	पैकेजबंद पीने का पानी (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 2004
5.	7944192	20090602	रोहन एग्रो क्रम सं. 63/1बी, विलेज सल्लवड, कर्जत, जिला रायगढ़	पैकेजबंद पीने का पानी (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 2004

[सं. केंद्रीय प्रमाणन विभाग/13:11]

पी. के. गंभीर, उपमहानिदेशक (मुहरांकन)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 24th July, 2009

S.O. 2041.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given below in the following schedule :—

SCHEDULE

Sl No.	Licence No.	Grant Date	Name and Address (factory) of the Party	Product	IS No. /Part/Sec. Year
1.	7945905	20090522	Joseph Leslie Drager Mfg. Pvt. Ltd. Near Sagar Monthan Indl. Estate Gokhiwara Village, Boidapada, Sativali Road, Vasai (E)-401208 Dist Thane	Gas Filters and Combined Filters used in Respiratory Protective Equipment	15323:2003
2.	7921079	20090527	Real Drink Pvt. Ltd. St. Inez, near PWD Tonca Panaji-403001-Goa	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543:2004
3.	7942592	20090527	Techno 3 Aqua Pvt. Ltd. Darade Farm, Nagar Chowki Road, Manmad, Nashik-423104	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543:2004
4.	7944293	20090529	Konkan Foods and Beverages Plot No, 20, Zadgaon, MIDC Ratnagiri-415 639	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543:2004
5.	7944192	20090602	Rohan Agro Sr No. 63/1B, Village Salwad Karjat, Dist Raigad	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543:2004

[No. CMD/13:11]

P. K. GAMBHIR, Dy. Director General (Marks)

नई दिल्ली, 24 जुलाई, 2009

का.आ. 2042.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. संख्या	भाग	अनु	वर्ष
1	2	3	4	5	6	7	8	9
1.	9727497	8-5-2009	पी के प्रोडक्ट्स, 15 सैनी कालोनी, इण्डस्ट्रीयल एरिया, जालन्धर (पंजाब)	धातवर्ध्म दलवें लोहे की पाईप फिटिंग्स	1879			1987
2.	9729303	20-5-2009	शिवालिक एग्रो कैमीकल्स, बी-59, फेज-7, इण्डस्ट्रीयल एरिया मोहाली	कारटैप हाइड्रोक्लोराइड-जी	14184			1994
3.	9727703	21-5-2009	ए आर कार्स्टिंग प्रा. लिमिटेड, जी टी रोड, सरहिन्द साईड, आरती मिल रोड, मण्डी गोबिन्दगढ़।	सामान्य प्रयोजन हेतु-स्टील	2830			1992

[सं. सी एम डी/13 : 11]

पी. के. गम्भीर, उप-महानिदेशक (मुहर)

New Delhi, the 24th July, 2009

S.O. 2042.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licenses particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
1	2	3	4	5				
1.	9727497	8-5-2009	M/s. P. K. Products, 15, Saini Colony, Indl. Area, Jalandhar	MCI Pipe Fittings	1879			1987
2.	9729303	20-5-2009	M/s. Shivalik Agro Chemicals, B-59, Phase-7, Indl. Area, Mohali.	Cartap Hydrochloride G	14184			1994
3.	9727703	21-5-2009	M/s A. R. Castings Pvt Ltd., G.T. Road, Sirhind Side, Aarti Mill Road, Mandi Gobindgarh.	Carbaon Steel Cast Billet Ingots	2830			1992

[No. CMD/13 : 11]

P. K. GAMBHIR, Dy. Director General (Marks)

नई दिल्ली, 24 जुलाई, 2009

का.आ. 2043.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के उप विनियम 5 के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिनके विवरण नीचे अनुसूची में दिए गए हैं, उनके आगे दर्शाए गई तिथि से समाप्त हो गए हैं :

अनुसूची

क्रम सं.	लाइसेंस संख्या सीएम/एल-	लाइसेंसीधारी का नाम और पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	समाप्ति तिथि
1	2	3	4	5
1.	7626582	बायमेर इलास्टोमर जी-52, एमआयडीसी एरिया, अंबाड, नासिक-422010	द्रवित पेट्रोलियम गैस के लिए रबर होज	15-6-2009
2.	7797411	तुलसी एक्सट्रूशन लिमिटेड एन-99 और 100, एमआयडीसी एरिया, जलगांव 425003	सिंचाई उपस्कर-सिंचाई लैटरलों के लिए पॉलीथिलीन पाईप	3-6-2009

[सं. केन्द्रीय प्रमाणन विभाग/13 : 15]

पी. के. गम्भीर, उपमहानिदेशक (मुहरांकन)

New Delhi, the 24th July, 2009

S.O. 2043.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulation, 1988, of the Bureau of Indian Standards, hereby notifies that the licenses particulars of which are given in the following schedule have been cancelled with effect from the date indicated against each :

SCHEDULE

Sl. No.	Licence No.	Name and address of the Party Licensee	Article/Process with relevant Indian Standard covered by the licence cancelled	Date of Cancellation
1	2	3	4	5
1.	7626582	Bymer Elastomers, J-52, MIDC Area, Ambad, Nashik-422010	Rubber Hose for Liquefied Petroleum Gas	15-6-2009
2.	7797411	Tulsi Extrusions Limited N-99 & 100, MIDC Area, Jalgaon 425003	Irrigation Equipment-Polyethylene Pipes for Irrigation Laterals	3-6-2009

[No. CMD/13 : 13]

P. K. GAMBHIR, Dy. Director General (Marks)

नई दिल्ली, 24 जुलाई, 2009

का.आ. 2044.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसें के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. संख्या	भाग	अनुभाग	वर्ष
1	2	3	4	5	6	7	8	9
1.	7946402	1-6-2009	मैसर्स एकांक केबल लिमिटेड, 15, जी आई डी सी, मंजूसर, अहमदाबाद-391775	पी वी ईसुलेटिड हैवी ड्यूटी केबल	1554	1	-	1988
2.	7947097	3-6-2009	मैसर्स नेशनल पालीमर्स, जी 12, शायोना, इण्डस्ट्रीयल एस्टेट, नरोडा रोड, बंसीधर मील कंपाउंड, अहमदाबाद	रबर सिलिंग रिंग फार गैस घेन, वाटर घेन तथा सीधर	5382	-	-	1985
3.	7947505	5-6-2009	मैसर्स मिश्रल स्टील इंडस्ट्रीज, 14, चांगोदर इंडस्ट्रियल एस्टेट, त्रिवेदी भाबल, सरखेज बावला हाइवे, चांगोदर-382210, अहमदाबाद	स्टील फार जनरल स्ट्रक्चरल परपज	2062	-	-	2006
4.	7948911	10-6-2009	मैसर्स एसट्राल पालीटेकनिक, लिमिटेड, ब्लॉक नंबर 1253, गांधी सांतेज, शाह एलाये के पास ता. कलोल, गांधीनगर	यू पी वी सी पाईप फार सायल तथा वेस्ट डिस्चार्ज सिस्टम इनसाईड बिल्डिंग इन्कलूडिंग वेंटिलेशन तथा रेन वाटर सिस्टम	13592	-	-	1992
5.	7949004	11-6-2009	मैसर्स डिवाइन इंडिया, सर्वे नंबर 215, टोल प्लाजा के पास, आर टी ओ आफिस के पास, बाइ पास रोड, साबरकांठा	पैकेजबंद पेयजल	14543	-	-	2004
6.	7949105	11-6-2009	मैसर्स शिव कार्पेटिंग, प्लॉट नंबर 226, पुष्पा नगर 1, भारत नगर अजाना के सामने, सुरत	पैकेजबंद पेयजल	14543	-	-	2004
7.	7951088	23-6-2009	मैसर्स बंदिन ज्वैलर्स, 12 ए 3198, विद्युत नगर, किडनी हॉस्पिटल रोड, खेडा-387001	स्वर्ण तथा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
8.	7951492	23-6-2009	मैसर्स एन एच ज्वैलर्स, 5, 6, कमल काम्प्लेक्स, सरदार पटेल स्टेडियम, पॉंच रास्ता, सी जी रोड, नवरंगपुरा, अहमदाबाद-380009	स्वर्ण तथा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
9.	7951593	23-6-2009	मैसर्स प्रमुख पूजन ज्वैलर्स, रंगोली काम्प्लेक्स, टाउन हॉल के सामने, विद्यानगर रोड, आनंद	स्वर्ण तथा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999

1	2	3	4	5	6	7	8	9
10.	7951997	23-6-2009	मैसर्स आशापुरा ज्वैलर्स, शॉप नंबर 1, सिद्धि विनायक काम्पलैक्स, एम जी रोड, डि बलसाद-396001	स्वर्ण तथा स्वर्ण मिश्र धातुओं के आपूर्णों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
11.	7952090	23-6-2009	मैसर्स दागिना, 6-7, तिरुपति काम्पलैक्स, सरदार चौक, कृष्णानगर, सैजपुर बोधा, अहमदाबाद	स्वर्ण तथा स्वर्ण मिश्र धातुओं के आपूर्णों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
12.	7950995	24-6-2009	मैसर्स ट्रांसपैक सिलॉक्स इंडस्ट्री लिमिटेड, कलाली रोड, अटलाहारा, बडोदरा-390012	सोडियम हाइड्रोसलफाइड	1919	-	-	1982
13.	7951391	25-6-2009	ओम साईं ज्वैलर्स, 17बी, 639 पैकी शॉप नंबर 60-61, श्रीजी एकेड, आनंद महल रोड, अडाजन, सूरत-395009	स्वर्ण तथा स्वर्ण मिश्र धातुओं के आपूर्णों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
14.	7951694	26-6-2009	मैसर्स ओरियन वायर मैन्यूफैक्चरिंग कम्पनी, 56ए व 44ए, जी आई डी सी एसटेट, नर्मदानगर, भारूच-392015	कवर्ड इलैक्ट्रोड फार मैन्यूयल मेटल आर्क वेलडिंग आफ कार्बन तथा कार्बन मैंगनीज स्टील	814	-	-	2004
15.	7952595	30-6-2009	मैसर्स श्री राम आर्ट, जावेरचंद चैम्बर्स, जावेरचंद लक्ष्मीचंद स्लेन, शामिल बेचार पोल, एम जी रोड, बडोदरा-390001	स्वर्ण तथा स्वर्ण मिश्र धातुओं के आपूर्णों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
16.	7952494	30-6-2009	मैसर्स शिव इंडस्ट्रीज, प्लॉट नंबर 146, जी आई डी सी, मोतीपुरा, हिम्मतनगर, साबरकांठ-383001	पैकेजबंद पेयजल	14543	-	-	2004

[सं. सी एम डी/13 : 11]

पी. के. गम्भीर, उपमहानिदेशक (मुहर)

New Delhi, the 24th July, 2009

S.O. 2044.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licenses particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
1	2	3	4	5	6	7	8	9
1.	7946402	1-6-2009	Ekank Cables Limited, 15, GIDC, Manjisar, Ahmedabad-391775	PVC Insulated (Heavy Duty) Cables	1554	I	-	1988
2.	7947097	3-6-2009	National Polymers, G-12, Shayona Industrial Estate, Naroda Road, Bansidhar Mill Compound, Ahmedabad	Rubber Sealing Rings for Gas Mains, Water Mains and Sewers	5382	-	-	1985

1	2	3	4	5	6	7	8	9
3.	7947505	5-6-2009	Mittal Steel Industries, 14, Changodar Industrial Estate, B/H Trivedi Marble, Sarkhejbavla Highway, Changodar-382210, Ahmedabad	Steel for general structural purposes	2062	-	-	2006
4.	7948911	10-6-2009	Astral Polytechnik Limited Block No. 1253, Village Santej Near Shah Alloys Taluka Kalol, Distt. Gandhinagar	UPVC pipes for soil and waste discharge systems inside building including ventilation and rainwater system	13592	-	-	1992
5.	7949004	11-6-2009	Divine India Sirvey No. 215, Near Toll Plaza Near R.T.O. Office, By Pass Road, Sabarkantha	Packaged Drinking Water	14543	-	-	2004
6.	7949105	11-6-2009	Shiv Marketing Plot No. 226, Pushpa Nagar-1, Opp. Bharat Nagar Anjana Surat	Packaged Drinking Water	14543	-	-	2004
7.	7951088	23-6-2009	Chandan Jewellers 12-A/3198, Vidyut Nagar, Kidney Hospital Road, Kheda-387001	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
8.	7951492	23-6-2009	N. S. Jewels 5, 6, Kamal Complex, Sardar Patel Stadium, Panchrasta C. G. Road, Navrangpur, Ahmedabad-380009	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
9.	7951593	23-6-2009	Pramukh Punjan Jewels Rangoli Complex, Opp. Town Hall, Vidyanagar Road, Anand	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
10.	7951997	23-6-2009	Ashapura Jewellers, Shop No. 1, Siddhivinayak Complex, M.G. Road, Dist. : Valasad-396001	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
11.	79512090	23-6-2009	Dagina 6-7, Triputi Complex, Sardar Chowk, Krishna Nagar, Saijpur Bhogha, Ahmedabad	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
12.	7950995	24-6-2009	Transpek Silox Industry Ltd. Kalali Road Atladara Vadodara-390012	Sodium Hydrosulphite	1919	-	-	1982
13.	7951391	25-6-2009	Om Sai Jewellers 17 B, 639 Paiki Shop No. 60-61, Shreeji Aecade, Anand Mahal Road, Adajan, Surat-395009	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
14.	7951694	26-6-2009	Orion Wire Manufacturing Company, 56A & 44A, G.I.D.C. Estate, Narmadanagar, Bharuch-392015	Covered Electrodes for manual metal arc welding or carbon and carbon Manganese Steel	814	-	-	2004
15.	7952595	30-6-2009	Shri Ram Art Zaverchand Chamber, Zaverchand Laxmichand Lane, Shamal Bechars Pole, M. G. Road, Vadodara-390001	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999

1	2	3	4	5	6	7	8	9
16	7952494	30-6-2009	Shiv Industries, Plot No. 146, G. I. D. C. Motipura, Himatnagar, Sabarkantha-383001	Packaged Drinking Water	14543	-	-	2004

[No. CMD/13:11]

P. K. GAMBHIR, Dy. Director General (Marks)

नई दिल्ली, 24 जुलाई, 2009

का.आ. 2045.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/मह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. संख्या	भाग	अनु.	वर्ष
1	2	3	4	5	6	7	8	9
1.	9729909	1-6-2009	डी. एस. प्लास्टिक्स, गरेवाल नगर रोड, गाँव हमबराँ, लुधियाना (पंजाब)।	पैकेजबन्द पेय जल	14543			2004
2.	9733896	3-6-2009	बी. एम. मेटल वर्क्स, कनाल रोड, इण्डस्ट्रीयल एरिया, जालन्धर (पंजाब)।	धातवर्ध्म ढलवें लोहे की पाईप फिटिंग्स	1879			1987
3.	9733492	17-6-2009	त्रिकुटा स्टील रोलिंग मिल्स, फेस-2, लेन नं. 4, सिडको इण्डस्ट्रीयल कॉम्प्लेक्स, बरी ब्रह्मणा, जम्मू।	सामान्य प्रयोजन हेतु स्टील	2062			2006
4.	9734696	17-6-2009	ए. बी. कैम. इंडिया, इण्डस्ट्रीयल ग्रोथ सेंटर, फेज-1, लेन नं. 6, साम्बा, जम्मू।	अमीडाकलोपरीड -एस एल	15335			2003
5.	9734797	17-6-2009	ए. बी. कैम. इंडिया, इण्डस्ट्रीयल ग्रोथ सेंटर, फेज-1, लेन नं. 6, साम्बा, जम्मू।	साइपरमैथरीन -ई. सी.	12016			1987
6.	9734801	17-6-2009	अरिहन्त कास्टिंग्स, सी-22, फोकल प्वाइंट, जालन्धर सिटी, (पंजाब)	डकटाईल आयरन फिटिंग्स फॉर प्रेशर पाइप्स	9523			2000
7.	9734393	19-6-2009	सेफैक्स कैमीकल्स इंडिया लिमिटेड प्लॉट नं. 22, आई. आई. डी. सेन्टर, उधमपुर, बटदल बलियाँ (जम्मू)।	क्लोरोपायरिफॉस - ई. सी.	8944			1978

[सं. सीएमडी/13:11]

पी. के. गम्भीर, उपमहानिदेशक (मुहर)

New Delhi, the 24th July, 2009

S.O. 2045.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following Schedule :

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
1	2	3	4	5	6	7	8	9
1.	9729909	1-6-2009	M/s. D. S. Plastics, Grewal Nagar Road, Vill. Hambran, Ludhiana.	Packaged Drinking Water	14543			2004
2.	9733896	3-6-2009	M/s. B. M. Metal Works, Canal Road, Indl. Area, Jalandhar (Punjab).	MCI Pipe Fittings	1879			1987
3.	9733492	17-6-2009	M/s. Trikuta Steel Rolling Mills, Phase 2, Lane No. 4, SIDCO Industrial Complex, Bari Brahmana, Jammu.	Steel for General Structural Purposes	2062			2006
4.	9734696	17-6-2009	M/s. A. B. Chem. India, Industrial Growth Centre, Phase I, Lane No. 6, Samba, Jammu.	Imidacloprid SL	15335			2003
5.	9734797	17-6-2009	M/s. A. B. Chem. India, Industrial Growth Centre, Phase I, Lane No. 6, Samba, Jammu.	Cypermethrin EC	12016			1987
6.	9734801	17-6-2009	M/s. Arihant Castings, C-22, Focal Point, Jalandhar City, (Punjab).	Ductile Iron Fittings for Pressure Pipes for Water, Gas and Sewage	9523			2000
7.	9734393	19-6-2009	M/s. Safex Chemicals India Ltd., Plot No. 22, IID Centre, Udhampur, Bāttal Ballian, Jammu.	Chlorpyrifos-EC	8944			1978

[No. CMD/13:11]

P. K. GAMBHIR, Dy. Director General (Marks)

कोयला मंत्रालय

नई दिल्ली, 28 जुलाई, 2009

का.आ. 2046.-केंद्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20), (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 1385 तारीख 5 जून, 2008 द्वारा जो भारत सरकार के राजपत्र, भाग II, खंड 3, उपखंड (ii) तारीख 14 जून, 2008 में प्रकाशित की गई थी तथा जिसका संशोधन भारत के राजपत्र भाग II खंड (3) उपखंड (ii) तारीख 20-12-2008 में प्रकाशित अधिसूचना सं. का. आ. 3342 तारीख 18-12-2008 द्वारा किया गया था और तत्पश्चात् इस संशोधन के हिन्दी संस्करण का शुद्धि पत्र सं. का.आ. 274 तारीख 30-1-2009 जो भारत के राजपत्र, भाग II, खंड (3), उपखंड (ii) तारीख 7-2-2009 में प्रकाशित किया गया था, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि और ऐसी भूमि में या उस पर के सभी अधिकारों का अर्जन करने के लिए अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केंद्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केंद्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और झारखंड सरकार से परामर्श करने के पश्चात् यह

समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 650.56 हेक्टेयर (लगभग) या 1606.89 एकड़ (लगभग) मापवाली भूमि और ऐसी भूमि में या उस पर के सभी अधिकारों का अर्जन किया जाना चाहिए;

अतः अब, केंद्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में यथावर्णित 650.56 हेक्टेयर (लगभग) या 1606.89 एकड़ (लगभग) मापवाली भूमि और ऐसी भूमि में या उस पर के सभी अधिकार अर्जित किये जाते हैं।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. एनटीपीसी/सीएम/एसईसी 7 (1)/केरन्दारी/07/02 तारीख 18-8-2008, का निरीक्षण उपायुक्त, हजारी बाग (झारखंड राज्य) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट कोलकाता-700001 के कार्यालय में या महाप्रबंधक, केरन्दारी कोयला खनन परियोजना, एनटीपीसी लिमिटेड, लक्ष्मी पेट्रोल पंप के सामने, नवाबगंज, हजारी बाग 825301 (झारखंड) के कार्यालय में या उप महाप्रबंधक (सीएम-सिविल), एनटीपीसी लिमिटेड, पीडीआईएल भवन, वेस्ट विंग, प्रथम तल, प्लॉट सं. ए-14, सेक्टर-1, नोएडा-201301 के कार्यालय में किया जा सकता है।

अनुसूची

केरन्दारी खनन खंड क्षेत्र

उत्तरी करन पुरा कोथला

जिला हजारीबाग, झारखंड

सभी अधिकार

रेखांक सं.: एनटीपीसी/सीएम/एसईसी 7(1)/केरन्दारी/07/02/तारीख 18-8-2008

(क) राजस्व भूमि

क्र. सं.	ग्राम	थाना	सं.	थाना	जिला	हेक्टर में	एकड़ में	क्षेत्रफल टिप्पणी
01.	तरहेसा	केरन्दारी	10	हजारीबाग	हजारीबाग	17.03	42.0563	भाग
02.	पाण्डू	केरन्दारी	11	हजारीबाग	हजारीबाग	168.75	416.8125	भाग
03.	पगार	केरन्दारी	19	हजारीबाग	हजारीबाग	189.63	468.3942	भाग
04.	काबेद	केरन्दारी	20	हजारीबाग	हजारीबाग	40.74	100.6278	पूर्ण
05.	बालेदेवरी	केरन्दारी	21	हजारीबाग	हजारीबाग	48.05	118.7055	पूर्ण
06.	बसरिया	केरन्दारी	22	हजारीबाग	हजारीबाग	103.73	256.2071	भाग
07.	लोचर	केरन्दारी	23	हजारीबाग	हजारीबाग	69.63	171.9666	भाग
कुल योग						637.56 हेक्टर (लगभग)	1574.77 एकड़ (लगभग)	

(ख) वन भूमि

क्र. सं.	ग्राम	थाना	सं.	थाना	जिला	हेक्टर में	एकड़ में	क्षेत्रफल टिप्पणी
1.	बालेदेवरी	केरन्दारी	21	हजारीबाग	हजारीबाग	7.59	18.75	पूर्ण
2.	लोचर	केरन्दारी	23	हजारीबाग	हजारीबाग	5.41	13.37	भाग
कुल योग						13.00 हेक्टर (लगभग)	32.12 एकड़ (लगभग)	

सारांश:

- (क) कुल राजस्व भूमि : 637.56 हेक्टर (लगभग) = 1574.77 एकड़ (लगभग)
 (ख) कुल वन भूमि : 13.00 हेक्टर (लगभग) = 32.12 एकड़ (लगभग)
 (ग) सकल योग (क+ख) : 650.56 हेक्टर (लगभग) = 1606.89 एकड़ (लगभग)

अर्जित किये जाने वाले प्लॉटों की सूची:

1. ग्राम तरहेसा : 199 (भाग), 200, 201 (भाग), 202, 204 से 213, 214 (भाग), 215 (भाग), 216, 217 (भाग), 218 (भाग), 219 (भाग), 220 (भाग), 221 (भाग), 222, 223 (भाग), 224 (भाग), 299 (भाग), 300 (भाग), 301 (भाग), 302 से 306, 307 (भाग), 308 से 328, 329 (भाग), 330, 331 (भाग), 332 (भाग), 351 (भाग), 352 से 385, 386 (भाग), 387 (भाग), 388, 389 (भाग), 390 से 415, 416 (भाग), 417, 418 (भाग), 419, 420 (भाग), 421 (भाग), 423 (भाग), 424 (भाग), 425 से 435, 436 (भाग), 437, 298/479 (भाग), 331/480, 330/481, 328/482, 327/483, 327/484, 332/485, 330/486, 328/487, 327/488, 366/489, 367/490, 368/491, 313/492, 312/493, 310/494, 317/495, 403/496, 201/499, 201/500, 202/501, 202/502, 203/503, 203/504,

204/505, 204/506, 205/507, 205/508, 206/509, 206/ 510, 207/511, 207/512, 208/513, 208/514, 209/515, 209/516, 210/ 517, 210/518, 211/519, 211/520, 425/521, 425/522.

2. ग्राम पाण्डू : 157 (भाग), 158 (भाग), 159 (भाग), 216 (भाग), 217, 218 (भाग), 219 (भाग), 220 (भाग), 221 (भाग), 226 (भाग), 227 (भाग), 228 (भाग), 229 (भाग), 280 (भाग), 281 (भाग), 282, 283 (भाग), 284, 285 (भाग), 286 (भाग), 287, 288 (भाग), 290 (भाग), 340 (भाग), 341, 342 (भाग), 343 (भाग), 344, 345 (भाग), 346 (भाग), 370 (भाग), 371 (भाग), 375 (भाग), 376 (भाग), 377 (भाग), 378 (भाग), 379 (भाग), 380 से 384, 387 (भाग), 388 (भाग), 389 (भाग), 390, 391 (भाग), 392 (भाग), 398 (भाग), 399 (भाग), 400 (भाग), 401 से 431, 432 (भाग), 433 (भाग), 434 (भाग), 452 (भाग), 462 (भाग), 463 (भाग),

464(भाग), 465, 466(भाग), 467 से 472, 473(भाग), 480(भाग), 482(भाग), 483 से 939, 940(भाग), 941 से 1110, 1111(भाग), 1112 से 1221, 1223 से 1320, 1321(भाग), 1322 से 1327, 1328(भाग), 1329(भाग), 1330(भाग), 1331 से 1357, 1359 से 1541, 1150/1546, 589/1547, 642/1548, 1153/1550, 1122/1551, 281/1558, 682/1559, 823/1560, 1365/1561, 414/1562, 414/1563, 659/1569, 908/1572, 752/1573, 1506/1574, 156/1575, 1346/1576, 1515/1577.

3. ग्राम पगार : 298(भाग), 299(भाग), 300(भाग), 346(भाग), 351(भाग), 642 से 647, 648 से 655, 656(भाग), 657 से 662, 663(भाग), 681(भाग), 682(भाग), 683(भाग), 687(भाग), 692(भाग), 693 694(भाग), 696(भाग), 697 से 713, 714(भाग), 715 से 721, 722(भाग), 723(भाग), 724, 725(भाग), 726(भाग), 733(भाग), 734(भाग), 736(भाग), 737 से 745 746(भाग), 747(भाग), 749(भाग), 750(भाग), 751(भाग), 752, 753, 754, 755(भाग), 756(भाग), 757, 758(भाग), 759, 760(भाग), 847(भाग), 853(भाग), 854(भाग), 855, 856, 857, 858(भाग), 859(भाग), 860, 861, 862(भाग), 863(भाग), 864(भाग), 866(भाग), 867(भाग), 868, 869, 870, 871 से 890, 891(भाग), 892, 893, 894(भाग), 895(भाग), 896(भाग), 897, 898, 899(भाग), 900(भाग), 901, 902(भाग), 903(भाग), 905(भाग), 930(भाग), 931(भाग), 932(भाग), 1206(भाग), 1207(भाग), 1208(भाग), 1993, 1994, 1995, 1996(भाग), 1997(भाग), 1998(भाग), 1999(भाग), 2000 से 2004, 2005(भाग), 2006, 2007, 2008(भाग), 2009 से 2075, 2076(भाग), 2077(भाग), 2079(भाग), 2080(भाग), 2082(भाग), 2088(भाग), 2089(भाग), 2090 से 2180, 2181(भाग), 2182(भाग), 2184(भाग), 2185(भाग), 2186(भाग), 2187(भाग), 2188 से 2198, 2199(भाग), 2200, 2201, 2202, 2203(भाग), 2205(भाग), 2206(भाग), 2207(भाग), 2208 से 2221, 2222(भाग), 2223(भाग), 2224, 2225, 2226(भाग), 2227 से 2694, 2695(भाग), 2696, 2697(भाग), 2701(भाग), 2703, 2704(भाग), 2718(भाग), 2719(भाग), 2720 से 2726, 2727(भाग), 2729(भाग), 2805(भाग), 2806(भाग), 2807, 2808(भाग), 2830(भाग), 2831(भाग), 2832(भाग), 2833(भाग), 2834, 2835(भाग), 2836(भाग), 2837(भाग), 2838(भाग), 2839(भाग), 2840(भाग), 2841(भाग), 2842(भाग), 2843 से 2853 2854(भाग), 2855(भाग), 2856(भाग), 2858(भाग), 2859(भाग), 2860 से 2880, 2881(भाग), 2882, 2883, 2884(भाग), 2885(भाग), 2886(भाग), 2887 से 2913, 2914(भाग), 2915, 2916(भाग), 2917, 2918, 2919, 2920, 2574/2921, 2549/2922, 2265/2923, 2304/2924, 2335/2925, 2163/2926, 681/2931(भाग), 2423/2957, 2423/2958, 2423/2959, 2423/2960, 2423/2961, 2423/2962, 2423/2963, 2423/2964, 2423/2965, 2423/2966,

2423/2967, 2423/2968, 2423/2969, 2423/2970, 2423/2971, 2423/2972, 2423/2973, 2423/2974, 2423/2975, 2423/2976, 2423/2977, 2423/2978, 2423/2979, 2862/2997, 2920/2998, 2906/2999, 2927/3000.

4. ग्राम कावेद : 1 से 355, 284/356, 277/357.

5. ग्राम बालेदेवरी : 1 से 804.

6. ग्राम बसरिया : 2(भाग), 3(भाग), 4 से 8, 9(भाग), 10(भाग), 13(भाग), 14, 15(भाग), 16(भाग), 17(भाग), 18 से 27, 28(भाग), 29(भाग), 30(भाग), 31, 32, 33(भाग), 34 से 45, 46(भाग), 47 से 201, 202(भाग), 203, 204, 205(भाग), 206(भाग), 207(भाग), 208(भाग), 209(भाग), 210, 211, 212, 213, 214(भाग), 216 से 571, 572(भाग), 573(भाग), 561/575, 168/576.

7. ग्राम लोचर : 1(भाग), 2 से 61, 63(भाग), 69(भाग), 108(भाग), 109(भाग), 110 से 142, 143(भाग), 144(भाग), 145(भाग), 146(भाग), 151(भाग), 152(भाग), 154(भाग), 155 से 157, 158(भाग), 159 से 280, 281(भाग), 282 से 339, 6340, 159/341, 163/342, 179/343, 180/344, 181/345, 182/346, 182/347, 183/348, 183/349, 185/350, 191/351, 281/352, 281/353, 330/354, 330/355, 330/356, 330/357, 330/358, 330/359, 330/360, 330/361, 330/362, 330/363, 330/364, 330/365, 330/366, 330/367, 330/368, 330/369, 330/370, 330/371, 330/372, 330/373, 330/374, 330/375, 330/376, 330/377, 330/378, 330/379, 330/380, 330/381, 330/382, 330/383.

अर्जित किये जाने वाले ब्लॉक क्षेत्र का सीमा विवरण :

रेखा क-ख : यह रेखा ग्राम पाण्डू के उत्तरी पश्चिमी कोने पर स्थित बिन्दु 'क' से प्रारंभ होकर प्लॉट सं. 157 से गुजरती हुई ग्राम तरहेसा के उत्तरी पश्चिमी सीमा पर स्थित प्लॉट संख्या 2015 के बिन्दु 'ख' पर समाप्त होती है।

रेखा ख-ग : यह रेखा ग्राम तरहेसा के उत्तरी-पश्चिमी सीमा पर स्थित प्लॉट संख्या 2015 के बिन्दु 'ख' से प्रारंभ होकर प्लॉट सं. 201, 499, 500, 199, 214, 215, 217, 218, 219, 220, 221, 230, 223, 224, 300, 301, 299, 307, 329, 481, 331, 479, 332, 485, 351, 386, 387 एवं 389 से गुजरती हुई उक्त ग्राम की उत्तर पूर्वी सीमा के पास स्थित प्लॉट संख्या 387 के बिन्दु 'ग' पर समाप्त होती है।

रेखा ग-ग1 : यह रेखा ग्राम तरहेसा की उत्तरी पूर्वी सीमा पर स्थित प्लॉट संख्या 387 के बिन्दु 'ग' से प्रारम्भ

-ग2-ग3-घ

होकर दक्षिण की ओर मुड़कर उक्त ग्राम के पूर्वी सीमा पर स्थित बिन्दु 'ग1' तक आती है और उसके पश्चात् यह रेखा उक्त ग्राम की पूर्वी सीमा से होकर प्लॉट संख्या 389, 416, 418, 420, 421, 423, 424, 522, 389 से गुजरकर बिन्दु 'ग2' तक आती है इसके बाद यह रेखा दक्षिण पूर्व की ओर मुड़कर प्लॉट संख्या 522, 425 422 से गुजरती हुई उक्त ग्राम की सीमा के साथ बिन्दु 'ग3' तक आती है। इसके बाद यह रेखा दक्षिण की ओर मुड़कर ग्राम तरहेसा के प्लॉट संख्या 422, 436, 422, 436 से गुजरते हुए उक्त ग्राम के प्लॉट संख्या 436 पर स्थित बिन्दु 'घ' पर समाप्त होती है।

रेखा घ-ङ : यह रेखा ग्राम तरहेसा के प्लॉट संख्या 436 पर स्थित बिन्दु 'घ' से प्रारम्भ होकर दक्षिण की ओर मुड़ती हुई ग्राम पाण्डु के प्लॉट संख्या 940, 1111, 940, 1321, 940, 1328, 1330, 1329 से गुजरकर उक्त ग्राम के प्लॉट संख्या 940 के बिन्दु 'ङ' पर समाप्त होती है।

रेखा ङ-ड1-ड2-च : यह रेखा ग्राम पाण्डु के प्लॉट संख्या 940 के बिन्दु 'ङ' से प्रारम्भ होकर ग्राम बसरिया के प्लॉट संख्या 2, 3, 6, 9, 10, 3, 13, 15, 16, 17, 18, 13, से गुजरकर उक्त ग्राम के बिन्दु 'ड1' तक आती है इसके बाद यह रेखा उक्त ग्राम में पूर्वी सीमा के साथ-साथ बढ़ते हुए बिन्दु 'ड2' तक आती है इसके बाद यह रेखा उक्त ग्राम में दक्षिण की ओर मुड़कर प्लॉट संख्या 28, 27, 34, 29, 30, 33, 215, 33, 214, 46, 54, 48, 214, 202, 204, 205, 206, 207, 208, 209, 214, 215, 554, 572, 573 से गुजरती हुई उक्त ग्राम के दक्षिण पूर्व कोने पर स्थित प्लॉट संख्या 573 के बिन्दु 'च' पर समाप्त होती है।

रेखा च-छ : यह रेखा ग्राम पाण्डु के प्लॉट संख्या 573 के बिन्दु 'च' से प्रारम्भ होकर ग्राम लोचर के प्लॉट संख्या 63, 109, 108, 145, 144, 143, 142, 145, 146, 145, 158, 151, 156, 152, 154 से गुजरती हुई उक्त ग्राम की दक्षिणी सीमा के पास स्थित प्लॉट संख्या 154 के बिन्दु 'छ' पर समाप्त होती है।

रेखा छ-छ1-छ2-छ3-छ4-छ5-छ6-छ7-छ8-छ9-छ10-छ11-छ12-छ13-छ14-ज : यह रेखा ग्राम लोचर की दक्षिणी सीमा के पास स्थित प्लॉट संख्या 154 के बिन्दु 'छ' से प्रारम्भ होकर उक्त ग्राम में पश्चिमी सीमा के साथ-साथ बढ़ते हुए बिन्दु 'छ1' से होते हुए प्लॉट संख्या 161 से गुजरकर बिन्दु 'छ2' तक आती है उसके बाद यह रेखा ग्राम की सीमा के साथ बढ़ते हुए बिन्दु 'छ3' पर आकर प्लॉट संख्या

161 से होकर गुजरती हुई 'छ4' पर आती है। उसके बाद यह रेखा ग्राम की सीमा के साथ-साथ बढ़ते हुए 'छ5' पर आती है और प्लॉट संख्या 161 से गुजरती हुई 'छ6' तक आती है। उसके बाद यह रेखा ग्राम की सीमा के साथ-साथ गुजरकर बिन्दु 'छ7' पर आती है और प्लॉट संख्या 280 से गुजरकर बिन्दु 'छ8' तक आती है। उसके बाद यह रेखा ग्राम की सीमा के साथ-साथ बढ़ते हुए बिन्दु 'छ9' पर आती है और प्लॉट संख्या 280 से गुजरकर बिन्दु 'छ10' तक आती है। आगे यह रेखा ग्राम की सीमा के साथ-साथ आगे बढ़कर बिन्दु 'छ11' तक आकर प्लॉट संख्या 280 से गुजरते हुए बिन्दु 'छ12' पर आती है तत्पश्चात् ग्राम की सीमा के साथ-साथ बढ़कर बिन्दु 'छ13' पर आकर उक्त ग्राम के प्लॉट संख्या 280, 381, 380 से गुजरती हुई बिन्दु 'छ14' तक आती है। उसके बाद यह रेखा ग्राम की सीमा रेखा के साथ-साथ चलकर ग्राम लोचर की दक्षिण पश्चिम सीमा पर स्थित प्लॉट संख्या 380 के बिन्दु 'ज' पर समाप्त होती है।

रेखा ज-ज1 ज2-ज3 ज4-ज5 ज6-ज7-ज8-झ : यह रेखा ग्राम लोचर की दक्षिण पश्चिम सीमा पर स्थित प्लॉट संख्या 380 के बिन्दु 'ज' से प्रारम्भ होकर पश्चिम की ओर मुड़ते हुए प्लॉट संख्या 3000, 2916, 3000 से गुजरकर बिन्दु 'ज1' तक आती है। उसके बाद यह रेखा ग्राम की सीमा के साथ-साथ चलकर बिन्दु 'ज2' तक आती है उसके बाद यह रेखा प्लॉट संख्या 3000, 2914, 3000 से गुजरकर बिन्दु 'ज3' पर आती है। उसके बाद रेखा ग्राम की सीमा के साथ चलकर बिन्दु 'ज4' पर पहुँचकर प्लॉट संख्या 3000, 2886, 2881, 2885, 3000, 2884, 3000 से गुजरते हुए बिन्दु 'ज5' पर पहुँचती है। उसके बाद यह रेखा ग्राम की सीमा के साथ चलकर बिन्दु 'ज6' पर आती है उसके बाद यह रेखा उक्त ग्राम के प्लॉट संख्या 2858, 2860, 2859, 2860, 2854, 2856, 2855, 2842, 2841, 2840, 2839, 2838, 2837, 2836, 2835, 2695, 2833, 2832, 2831, 2830, 2696, 2005, 2008, 1999, 2701, 1999, 2703, 2704, 1998, 1997, 1996, 1994, 2718, 2719, 2806, 2808 से गुजरते हुए बिन्दु 'ज7' तक आती है। उसके बाद यह रेखा उक्त ग्राम की सीमा के साथ चलकर बिन्दु 'ज8' पर आकर प्लॉट संख्या 2805, 2806 से गुजरते हुए ग्राम पगार की दक्षिण-पश्चिम सीमा रेखा पर स्थित संख्या 2806 के बिन्दु 'झ' पर समाप्त होती है।

- रेखा झ-ज** : यह रेखा ग्राम पगार के दक्षिण-पश्चिम सीमा रेखा पर स्थित प्लॉट संख्या 2806 के बिन्दु 'झ' से प्रारंभ होकर उत्तर की ओर मुड़कर प्लॉट संख्या 2729, 2728, 2727, 2729, 1992, 2077, 2076, 2079, 2080, 2089, 2082, 2088, 2181, 2182, 2184, 2185, 2186 से गुजरते हुए उक्त ग्राम के प्लॉट संख्या 2187 पर बिन्दु 'अ' पर समाप्त होती है।
- रेखा ज-ट** : यह रेखा ग्राम पगार के प्लॉट संख्या 2187 पर स्थित बिन्दु 'ज' से प्रारंभ होकर पूर्व की ओर मुड़कर प्लॉट संख्या 1208, 1207, 1206, 932, 931, 2199, 930, 2199, 2203, 2205, 2206, 2207, 2221, 2222, 2223 से गुजरते हुए उक्त ग्राम के प्लॉट संख्या 2226 पर स्थित बिन्दु 'ट' पर समाप्त होती है।
- रेखा ट-ठ** : यह रेखा ग्राम पगार के प्लॉट संख्या 2226 पर स्थित बिन्दु 'ट' से प्रारंभ होकर उत्तर पश्चिम की ओर मुड़कर प्लॉट संख्या 902, 901, 903, 900, 899, 913, 896, 895, 894, 891, 867, 866, 864, 863, 862, 859, 858, 854, 853, 847, 241, 240, 239, 238, 746, 749, 747, 750, 751, 772, 755, 756, 758, 760, 736, 734, 733, 725, 726, 723, 722, 351, 346, 300, 299, 298 से गुजरते हुए उक्त ग्राम के प्लॉट संख्या 663 पर स्थित बिन्दु 'ठ' पर समाप्त होती है।
- रेखा ठ-ड** : यह रेखा ग्राम पगार के प्लॉट संख्या 663 पर स्थित बिन्दु 'ठ' से प्रारंभ होकर प्लॉट संख्या 677, 681, 682, 683, 656, 715, 714, 687, 693, 692, 694, 695, 696 से गुजरकर उक्त ग्राम के उत्तरी-पूर्वी कोने के पास स्थित प्लॉट संख्या 696 के बिन्दु 'ड' पर समाप्त होती है।
- रेखा ड-ढ** : यह रेखा ग्राम पगार के उत्तरी-पूर्वी कोने पर स्थित प्लॉट संख्या 696 के बिन्दु 'ड' से प्रारंभ होकर उत्तर की ओर मुड़कर ग्राम पाण्डू के प्लॉट संख्या 1569, 464, 452, 463, 464, 462, 466, 473, 483, 482, 480, 434, 433, 432, 398, 400, 398, 392 एवं 370 से गुजरते हुए उक्त ग्राम के प्लॉट संख्या 371 पर स्थित बिन्दु 'ढ' पर समाप्त होती है।
- रेखा ढ-क** : यह रेखा ग्राम पाण्डू के प्लॉट सं. 371 पर स्थित बिन्दु 'ढ' से प्रारंभ होकर उत्तर की ओर मुड़कर प्लॉट संख्या 379, 378, 377, 376, 375, 387, 388, 389, 345, 346, 343, 342, 340, 290, 285, 1558, 281, 280, 283, 229, 228, 227, 226, 221, 220, 219, 218, 216, 159 एवं 158 से गुजरकर ग्राम पाण्डू की उत्तरी

पश्चिमी सीमा के कोने पर स्थित प्लॉट सं. 157 के बिन्दु 'क' पर समाप्त होती है।

[सं. 43015/8/2006/पीआरआईडब्ल्यू-I-जिल्द-II]

सुभाष भाटिया, उप सचिव

MINISTRY OF COAL

New Delhi, the 28th July, 2009

S.O. 2046.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 1385, dated the 5th June, 2008 issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section 3, sub-section (ii), dated the 14th June, 2008, and which was amended through notification vide number S.O. 3342 dated the 18th December, 2008 published in the Gazette of India, Part-II, Section 3, sub-section (ii), dated 20th December, 2008 and subsequent corrigendum to the Hindi version of this amendment vide number S.O. 274 dated the 30th January, 2009 published in the Gazette of India, Part-II, Section 3, sub-section (ii), dated the 7th February, 2009, the Central Government gave notice of its intention to acquire the lands and all rights in or over such lands specified in the Schedule appended to that notification;

And whereas the competent authority in pursuance of Section 8 of the said Act, has made his report to the Central Government;

And whereas the Central Government after considering the report aforesaid and after consulting the Government of Jharkhand, is satisfied that the lands measuring 650.56 hectares (approximately) or 1606.89 acres (approximately) and all rights in or over such lands as described in the Schedule appended hereto should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby declares that the land measuring 650.56 hectares (approximately) or 1606.89 acres (approximately) and all rights in or over such lands as described in the Schedule are hereby acquired.

The plan bearing number NTPC/CM/SEC-7(i)/KERENDRI/07/02 dated the 18th August, 2008 of the area covered by this notification may be inspected in the office of the Deputy Commissioner, Hazaribag (Jharkhand State) or at the office of the Coal Controller, I, Council House Street, Kolkata-700001 or at the office of the GM, Kerandari Coal Mining Project, NTPC Limited, Opp. Laxmi Petrol Pump, Nawabganj, Hazaribag-825301 (Jharkhand) or at the office of the DGM (CM-Civil), NTPC Limited, PDIL Building, West Wing, First Floor, Plot No. A-14, Sector-1, Noida-201301.

**LAND SCHEDULE
KERANDARI MINING BLOCK**

NORTH KARANPURA COAL FIELDS DISTRICT: HAZARIBAGH, JHARKHAND

ALL RIGHTS

Plan bearing number: NTPC / CM / SEC 7(1) / KERANDARI / 07 / 02 dated the 18th August, 2008.

(A) REVENUE LAND

Sl. No.	Village	Thana	Thana number	District	Area in hectares	Area in acres	Remarks
01	Tarhessa	Kerandari	10	Hazaribagh	17.03	42.0563	Part
02	Pandu	Kerandari	11	Hazaribagh	168.75	416.8125	Part
03	Pagar	Kerandari	19	Hazaribagh	189.63	468.3942	Part
04	Kabed	Kerandari	20	Hazaribagh	40.74	100.6278	Full
05	Baledeori	Kerandari	21	Hazaribagh	48.05	118.7055	Full
06	Basaria	Kerandari	22	Hazaribagh	103.73	256.2071	Part
07	Lochar	Kerandari	23	Hazaribagh	69.63	171.9666	Part
TOTAL					637.56	1574.77	
					hectares (approximately)	acres (approximately)	

(B) FOREST LAND

Sl. No.	Village	Thana	Thana number	District	Area in hectares	Area in acres	Remarks
01	Baledeori	Kerandari	21	Hazaribagh	7.59	18.75	Full
02	Lochar	Kerandari	23	Hazaribagh	5.41	13.37	Part
Total					13.00	32.12	
					hectares (approximately)	acres (approximately)	

Summary:

(A) Total Revenue Land	: 637.56 hectares (approximately) = 1574.77 acres (approximately)
(B) Total Forest Land	13.00 hectares (approximately) = 32.12 acres (approximately)
(C) Grand Total (A + B)	: 650.56 hectares (approximately) = 1606.89 acres (approximately)

LIST OF PLOTS TO BE ACQUIRED:

1. Village Tarhessa : 199 (part), 200, 201 (part), 202, 204 to 213, 214 (part), 215 (part), 216, 217 (part), 218 (part), 219 (part), 220 (part), 221 (part), 222, 223 (part), 224 (part), 299 (part), 300 (part), 301 (part), 302 to 305, 307 (part), 308 to 328, 329 (part), 330, 331 (part), 332 (part), 351 (part), 352 to 385, 386 (part), 387 (part), 388, 389 (part), 390 to 415, 416 (part), 417, 418 (part), 419, 420 (part), 421 (part), 423 (part), 424 (part), 425 to 435, 436 (part), 437, 298/479 (part), 331/480, 330/481, 328/482, 327/483, 327/484, 332/485, 330/486, 328/487, 327/488, 366/489, 367/490, 368/491, 313/492, 312/493, 310/494, 317/495, 403/496, 201/499, 201/500, 202/501, 202/502, 203/503, 203/504, 204/505, 204/506, 205/507, 205/508, 206/509, 206/510, 207/511, 207/512, 208/513, 208/514, 209/515, 209/516, 210/517, 210/518, 211/519, 211/520, 425/521, 425/522.

2. Village Pandu: 157 (part), 158 (part), 159 (part), 216 (part), 217, 218 (part), 219 (part), 220 (part), 221 (part), 226 (part), 227 (part), 228 (part), 229 (part), 280 (part), 281 (part), 282, 283 (part), 284, 285 (part), 286 (part), 287, 288 (part), 290 (part), 340 (part), 341, 342 (part), 343 (part), 344, 345 (part), 346 (part), 370 (part), 371 (part), 375 (part), 376 (part), 377 (part), 378 (part), 379 (part), 380 to 384, 387 (part), 388 (part), 389 (part), 390, 391 (part), 392 (part), 398 (part), 399 (part), 400 (part), 401 to 431, 432 (part), 433 (part), 434

(part), 452 (part), 462 (part), 463 (part), 464 (part), 465, 466 (part), 467 to 472, 473 (part), 480 (part), 482 (part), 483 to 939, 940 (part), 941 to 1110, 1111 (part), 1112 to 1221, 1223 to 1320, 1321 (part), 1322 to 1327, 1328 (part), 1329 (part), 1330 (part), 1331 to 1357, 1359 to 1541, 1150/1546, 589/1547, 642/1548, 1153/1550, 1122/1551, 281/1558, 682/1559, 823/1560, 1365/1561, 414/1562, 414/1563, 659/1569, 908/1572, 752/1573, 1506/1574, 156/1575, 1346/1576, 1515/1577.

3. Village Pagar: 298 (part), 299 (part), 300 (part), 346 (part), 351 (part), 642 to 647, 648 to 655, 656 (part), 657 to 662, 663 (part), 681 (part), 682 (part), 683 (part), 687 (part), 692 (part), 693, 694 (part), 696 (part), 697 to 713, 714 (part), 715 to 721, 722 (part), 723 (part), 724, 725 (part), 726 (part), 733 (part), 734 (part), 736 (part), 737 to 745, 746 (part), 747 (part), 749 (part), 750 (part), 751 (part), 752, 753, 754, 755 (part), 756 (part), 757, 758 (part), 759, 760 (part), 847 (part), 853 (part), 854 (part), 855, 856, 857, 858 (part), 859 (part), 860, 861, 862 (part), 863 (part), 864 (part), 866 (part), 867 (part), 868, 869, 870, 871 to 890, 891 (part), 892, 893, 894 (part), 895 (part), 896 (part), 897, 898, 899 (part), 900 (part), 901, 902 (part), 903 (part), 905 (part), 930 (part), 931 (part), 932 (part), 1206 (part), 1207 (part), 1208 (part), 1993, 1994, 1995, 1996 (part), 1997 (part), 1998 (part), 1999 (part), 2000 to 2004, 2005 (part), 2006, 2007, 2008 (part), 2009 to 2075, 2076 (part), 2077 (part), 2079 (part), 2080 (part), 2082 (part),

2088 (part), 2089 (part), 2090 to 2180, 2181 (part), 2182 (part), 2184 (part), 2185 (part), 2186 (part), 2187 (part), 2188 to 2198, 2199 (part), 2200, 2201, 2202, 2203 (part), 2205 (part), 2206 (part), 2207 (part), 2208 to 2221, 2222 (part), 2223 (part), 2224, 2225, 2226 (part), 2227 to 2694, 2695 (part), 2696, 2697 (part), 2701 (part), 2703, 2704 (part), 2718 (part), 2719 (part), 2720 to 2726, 2727 (part), 2729 (part), 2805 (part), 2806 (part), 2807, 2808 (part), 2830 (part), 2831 (part), 2832 (part), 2833 (part), 2834, 2835 (part), 2836 (part), 2837 (part), 2838 (part), 2839 (part), 2840 (part), 2841 (part), 2842 (part), 2843 to 2853, 2854 (part), 2855 (part), 2856 (part), 2858 (part), 2859 (part), 2860 to 2880, 2881 (part), 2882, 2883, 2884 (part), 2885 (part), 2886 (part), 2887 to 2913, 2914 (part), 2915, 2916 (part), 2917, 2918, 2919, 2920, 2574/2921, 2549/2922, 2265/2923, 2304/2924, 2335/2925, 2163/2926, 681/2931 (part), 2423/2957, 2423/2958, 2423/2959, 2423/2960, 2423/2961, 2423/2962, 2423/2963, 2423/2964, 2423/2965, 2423/2966, 2423/2967, 2423/2968, 2423/2969, 2423/2970, 2423/2971, 2423/2972, 2423/2973, 2423/2974, 2423/2975, 2423/2976, 2423/2977, 2423/2978, 2423/2979, 2862/2997, 2920/2998, 2906/2999, 2927/3000.

4. Village Kaped: 1 to 355, 284/356, 277/357.

5. Village Baledoori: 1 to 804.

6. Village Basaria: 2 (part), 3 (part), 4 to 8, 9 (part), 10 (part), 13 (part), 14, 15 (part), 16 (part), 17 (part), 18 to 27, 28 (part), 29 (part), 30 (part), 31, 32, 33 (part), 34 to 45, 46 (part), 47 to 201, 202 (part), 203, 204, 205 (part), 206 (part), 207 (part), 208 (part), 209 (part), 210, 211, 212, 213, 214 (part), 216 to 571, 572 (part), 573 (part), 561/575, 168/576.

7. Village Lochar: 1 (part), 2 to 61, 63 (part), 69 (part), 108 (part), 109 (part), 110 to 142, 143 (part), 144 (part), 145 (part), 146 (part), 151 (part), 152 (part), 154 (part), 155 to 157, 158 (part), 159 to 280, 281 (part), 282 to 339, 6/340, 159/341, 163/342, 179/343, 180/344, 181/345, 182/346, 182/347, 183/348, 183/349, 185/350, 191/351, 281/352, 281/353, 330/354, 330/355, 330/356, 330/357, 330/358, 330/359, 330/360, 330/361, 330/362, 330/363, 330/364, 330/365, 330/366, 330/367, 330/368, 330/369, 330/370, 330/371, 330/372, 330/373, 330/374, 330/375, 330/376, 330/377, 330/378, 330/379, 330/380, 330/381, 330/382, 330/383.

Boundary Description of the Block Area to be acquired:

Line A-B: The line starts from point 'A' at the north-west corner of village Pandu passes through the plot number 157 and ends at the point 'B' on plot number 2015 at the north-west boundary of village Tarhessa.

Line B-C: The line starts from point 'B' on plot number 2015 at the north-west boundary of village Tarhessa passes through the plot numbers 201, 499, 500, 199, 214, 215, 217, 218, 219, 220, 221, 230, 223, 224, 300, 301, 299, 307, 329, 481, 331, 479, 332, 485, 351, 386, 387, 389 and ends at the point 'C' on the plot number 387 near North-East boundary of the said village.

Line C-C1-C2-C3-D: The line starts from point 'C' on the plot no 387 near North-East

boundary of the village Tarhessa moves southwards through Eastern boundary of the same village upto point 'C1', thereafter the line moves along the Eastern boundary of the same village through plot numbers 389, 416, 418, 420, 421, 423, 424, 522, 389 upto point 'C2' and then it moves towards south east along the village boundary through plot numbers 522, 425, 422, upto point 'C3'. The line further moves south ward through plot numbers 422, 436, 422, 436 of village Tarhessa and ends at point 'D' on the plot number 436 of the said village.

Line D-E: The line starts from point 'D' on the plot number 436 of the village Tarhessa moves southwards through the plots numbers 940, 1111, 940, 1321, 940, 1328, 1330, 1329 of village Pandu and ends at point 'E' on the plot number 940 of the said village.

Line E-E1-E2-F: The line starts from point 'E' at the plot No. 940 of the village Pandu passes through the plot numbers 2, 3, 6, 9, 10, 3, 13, 15, 16, 17, 18, 13 of Village Basaria upto point 'E1', thereafter the line moves along east boundary of same village upto point 'E2' and then it moves southwards through plot numbers 28, 27, 34, 29, 30, 33, 215, 33, 214, 46, 54, 48, 214, 202, 204, 205, 206, 207, 208, 209, 214, 215, 554, 572, 573 and ends at the point 'F' on plot number 573 at the south east corner of the said village.

Line F-G: The line starts from point 'F' on plot number 573 of village Pandu passes through the plot numbers 63, 109, 108, 145, 144, 143, 142, 145, 146, 145, 158, 151, 156, 152, 154 of the village Lochar and ends at the point 'G' on the plot number 154 near the southern boundary of the said village.

Line G-G1-G2-G3-G4-G5-G6-G7-G8-G9-G10-G11-G12-G13-G14-H:

The line starts from point 'G' on the plot number 154 near the southern boundary of the village Lochar moves towards west along the village boundary upto point 'G1', passes through the plot number 161 upto 'G2', thereafter moves along the village boundary upto 'G3' then it passes through plot number 161 upto 'G4'. The line further moves

along the village boundary upto 'G5' and passes through plot number 161 upto 'G6', after that the line moves along the village boundary upto 'G7' then line passes through plot number 280 upto 'G8', thereafter it moves along the village boundary upto point 'G9', then it passes through plot number 280 upto 'G10'. Again the boundary line moves along the village boundary upto point 'G11'. The line further moves through plot number 280 upto 'G12' and again it moves along the village boundary upto point 'G13', passes through plot numbers 280, 381, 380 of the same village upto 'G14' after that the line moves along the village boundary and ends at the point 'H' on the plot number 380 on the south-west boundary of the village Lochar.

**Line H-H1-H2-H3-
H4-H5-H6-H7-H8-I:**

The line starts from the point 'H' on the plot number 380 on the south-west boundary of the village Lochar moves westwards, passes through the plot numbers 3000, 2916, 3000, upto point 'H1', thereafter moves along the village boundary upto point 'H2'. The line further passes through plot numbers 3000, 2914, 3000 upto point 'H3', then it moves along the village boundary upto 'H4' and again the line passes through the plot numbers 3000, 2886, 2881, 2885, 3000, 2884, 3000 upto 'H5'. After that line moves along with village boundary upto point 'H6', then it passes through the plot numbers 2858, 2860, 2859, 2860, 2854, 2856, 2855, 2842, 2841, 2840, 2839, 2838, 2837, 2836, 2835, 2695, 2833, 2832, 2831, 2830, 2696, 2005, 2008, 1999, 2701, 1999, 2703, 2704, 1998, 1997, 1996, 1994, 2718, 2719, 2806, 2808 of the same village upto point 'H7' thereafter the line moves along the boundary of the said village upto point 'H8' then the line passes through the plot numbers 2805, 2806 and ends at the point 'I' on the plot number 2806 near the south-west boundary of the village Pagar.

Line I-J:

The line starts from point 'I' on the plot number 2806 near the south-west boundary of the village Pagar at the plot number 2806 of the village

Pagar moving northwards passes through plot numbers 2729, 2728, 2727, 2729, 1992, 2077, 2076, 2079, 2080, 2089, 2082, 2088, 2181, 2182, 2184, 2185, 2186, and ends at the point 'J' on the plot number 2187 of the said village.

Line J-K:

The line starts from point 'J' at the plot number 2187 of the village Pagar moving towards east and passing through the plot number 1208, 1207, 1206, 932, 931, 2199, 930, 2199, 2203, 2205, 2206, 2207, 2221, 2222, 2223 and ends at point 'K' on the plot number 2226 of the said village.

Line K-L:

The line starts from point 'K' at the plot number 2226 of the village Pagar moving towards northwest and passing through plots numbers 902, 901, 903, 900, 899, 913, 896, 895, 894, 891, 867, 866, 864, 863, 862, 859, 858, 854, 853, 847, 241, 240, 239, 238, 746, 749, 747, 750, 751, 772, 755, 756, 758, 760, 736, 734, 733, 725, 726, 723, 722, 351, 346, 300, 299, 298 and ends at the point 'L' on the plot number 663 of the said village.

Line L-M:

The line starts from point 'L' at plot number 663 of village Pagar and passes through plot numbers 677, 681, 682, 683, 656, 715, 714, 687, 693, 692, 694, 695, 696 and ends at point 'M' on the plot number 696 near the north-east corner of the said village.

Line M-N:

The line starts from point 'M' on the plot number 696 near the north-east corner of the village Pagar and moves northwards through plot number 1569, 464, 452, 463, 464, 462, 466, 473, 483, 482, 480, 434, 433, 432, 398, 400, 398, 392, 370 of the village Pandu and ends at point 'N' on the plot number 371 of the said village.

Line N-A:

The line starts from point 'N' at the plot number 371 of the village Pandu and moves northward through plot numbers 379, 378, 377, 376, 375, 387, 388, 389, 345, 346, 343, 342, 340, 290, 285, 1558, 281, 280, 283, 229, 228, 227, 226, 221, 220, 219, 218, 216, 159, 158 and ends at point 'A' on the plot number 157 of the north-west boundary corner of the village Pandu.

[No. 43015/8/2006/PRIW-I - Vol-II]

S. C. BHATIA, Dy. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 30 जून, 2009

का.आ. 2047.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै.बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या नं. 1, धनबाद के पंचाट (संदर्भ संख्या-136/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-6-2009 को प्राप्त हुआ था।

[सं. एल-20012/582/1997-आईआर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 30th June, 2009

S.O. 2047.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.136/2000) of the Central Government Industrial Tribunal/Labour Court No. I, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.Ltd and their workman, which was received by the Central Government on 30-06-2009.

[No. L-20012/582/1997-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD**

In the matter of a reference U/s. 10 (1) (d) (2A) of I.D. Act.

-Reference No. 136 of 2000

Parties : Employers in relation to the management of Kustore Area of M/s. B.C.C.Ltd.

AND

Their Workmen

Present : H.N. Singh, Presiding Officer

APPEARANCE:

For the Employers: Shri R.N. Ganguly, Advocate

For the Workman : Shri S. C. Gour, Advocate.

State: Jharkhand Industry : Coal.

Dated, the 1st June, 2009

AWARD

By Order No. L-20012/582/1997-IR (C-1) dated 28-2-2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the

Industrial Disputes Act, 1947, referred the following dispute for adjudication to this tribunal :

SCHEDULE

“Whether the action of the management of Kustore Area of M/s. BCCL in supranuating Sri Lachhram, Mining Sirdar with effect from 2-7-97, disregarding the date of birth mentioned in the school leaving certificate and other documents is legal and justified ? If not, what relief the concerned workman is entitled ?”

2. Written statement has been filed on behalf of the concerned workman stating that he was initially appointed by the management of Simlabahal Colliery of M/s. BCCL on 5-10-1972 and his date of birth was recorded in all the statutory records of the colliery as 7-2-1945 as per school leaving certificate. In the year 1982 the concerned workman passed Mining Sirdarship examination of competency on the basis of certificate issued by the Colliery Manager/Agent. The Board of Mining Examination under Directorate General of Mines Safety, Dhanbad, admit candidates only on the basis of certificates issued by Colliery Manager/Agent and the same details are mentioned on the body of the certificate. The D.G.M.S. issued Sardarship Certificate of competency to the concerned workman in the year 1982, mentioning his date of birth as 7-2-1945 on the basis of Manager/Agent certificate. Thereafter the workman was transferred to Ena Colliery of M/s. BCCL as Mining Sirdar by virtue of passing the said examination of competency. In the year 1987 the management issued service excerpt to their Labour force, including the concerned workman, giving full service particulars including date of birth as 7-2-1945 on the basis of Mining Sirdar Certificate of competency. In the year 1990, the concerned workman came to know from the colliery office that his date of birth is recorded as 1-7-1937 in the duplicate Form “B” register maintained by the colliery. The concerned workman has been representing before the management since then for correction of his date of birth on the basis of school leaving certificate as well Mining Sirdar Certificate of competency, which is in conformity of I.I.76 of JBCCI but the management did not pay any heed to it. So, finding no other alternative an industrial dispute was raised before the A.L.C. (C) which ended in failure due to adamant attitude of the management and thereafter this dispute has been referred to this Hon’ble Tribunal for adjudication. The concerned workman was prematurely/ wrongfully retired by the management of Ena Colliery on 1-7-1997 i.e. 8 years prior to date of birth as per school leaving certificate and Mining Sirdarship Certificate of competency. The management of Ena Colliery under Kustore Area of M/s. BCCL sanctioned a sum of Rs. 1,26,000 as house loan to the concerned workman on 19-3-91 on the basis of date of birth recorded

in the records of colliery as 7-2-45, indicating retirement date as 7-2-2005 and fixing monthly instalment of deductions of loan on the basis of superannuation on 7-2-2005. The full amount of house loan was not recovered from the workman due to his premature superannuation, 8 years prior to 7-2-2005. The action of the management of Kustore Area of M/s. BCCL in not accepting date of birth as 7-2-1945 as per school leaving certificate and Mining Sirdar Certificate of competency and retiring the workman prematurely w.e.f. 1-7-1997 is illegal and unjustified and it has been prayed that the Tribunal be graciously pleased to pass an award in favour of the workman by directing the management to reinstate the concerned workman with full back wages.

3. The written statement has been filed on behalf of the management stating that as per the provision of certified standing order, a workman is required to be superannuated on completion of 60 years of age to be computed on the basis of the date of birth/age recorded in the Form 'B' Register maintained U/s. 48 of the Mines Act, 1952 read with Mines Rules, 1955. The date of birth of the concerned workman as per the Form 'B' Register is 1-7-1937 and accordingly, his superannuation with effect from 2-7-1997 is according to the provisions of substantive law embodied in the certified standing order. It has been submitted that the concerned workman filed a writ petition before the Hon'ble High Court, Patna, Ranchi Bench challenging the correctness of date of birth in the Form 'B' Register of the company and the aforesaid writ petition was numbered as CWJC No. 1206 of 1996 (R). The concerned workman filed the purported school leaving certificate date 12-1-64 indicating his date of birth as 7-2-45. He also filed the Mining Sirdar Certificate issued under the provisions of the Mines Act, 1952 on 8-6-82. The date of birth contained in the Mining Sirdar Certificate indicated that he was born on 7-2-45 on the basis of the school leaving certificate submitted by him in proof of his age before the Mining Examination Board. It has been submitted that the Hon'ble High Court passed the order dated 14-8-1996 directing the management to examine the documents filed by the concerned workman and to pass reasoned order. The concerned workman was directed by the Hon'ble High Court to file a fresh claim application enclosing the documents under his possession within a period of one month from that date and the management was directed to finalise the same within a period of two months from the date of filing such claim application. The Hon'ble High Court on the basis of petition filed by the management passed another order dated 27-11-96 granting one month's more time for passing the necessary order on the representation submitted by the concerned workman. The management after receipt of the application, referred the school leaving certificate to the principal of the Institution from where the said certificate has been purported to have been issued and it was verified that the said Institution came into existence in the year 1967 and the question of issuing such transfer certificate dated 12-1-64 indicating date of admission on 5-1-63 and date of leaving as 31-12-63

did not arise. Thus, it was clearly the case of fabrication of school leaving certificate by the concerned workman and he did not dare to make representation for correction of his date of birth during his service career; otherwise, he would have been issued the cargesheet and would have been dismissed from his service for submitting false and fabricated documents like school leaving certificate. The Mining Sirdar Certificate was produced by the concerned workman in the year 1982 after he has already served the company for a period of 20 years and with a view to get extension of his service, he fabricated the school leaving certificate and submitted the case to Mining Examination Board in proof of his age and the Mining Examination Board accepted the same to be genuine and recorded his date of birth as 7-2-45. The Mining Examination Board acted in good faith and accepted a false and fabricated school leaving certificate and the date of birth column in the Mining Sirdar Certificate contains that he was born on 7-2-45. the management did not accept the school leaving certificate or the Mining Sirdar Certificate or any other document of the concerned workman for the purpose of correction of his date of birth recorded in the Form 'B' Register of the company.

The General Manager of Kustore Area who was directed by the Hon'ble High Court to pass the reasoned order issued the order dated 19-12-96 after discussing the aforesaid facts in his order. Thus the order of Hon'ble High Court passed in the writ petition CWJC No. 1206 of 96 (R) was fully complied with and the concerned workman did not raise any objection before the Hon'ble High Court on the final order passed by the General Manager on 19-12-96. After finalisation of the case by Hon'ble High Court and the General Manager of the company, the concerned workman was superannuated w.e.f. 2-7-97 and there was no reason to raise any industrial dispute over the issue of correction of his date of birth. In view of the above facts, there is no justification for the concerned workman to agitate the matter before the Hon'ble Tribunal. It has been stated that the action of the management in superannuating the concerned workman w.e.f. 2-7-97 is strictly in accordance with the provisions of the certified standing order. It has been prayed that the tribunal be graciously pleased to pass the award holding that the concerned workman is not entitled to any relief.

4. The management has produced MW-1 Shri Shankar Prasad and has proved Exts. M-1 to M-7.

The concerned workman has produced WW-1 Lachhram Ram and has proved Ext. W-1 to W-7.

5. It has been argued by the concerned workman that as per school leaving certificate and company's record his date of birth is 7-2-45, but he has been retired eight years before treating wrong date of birth i.e. 1-7-37 and the order of the management is illegal and against law.

6. The learned counsel of the management argued that the concerned workman has got false certificate in which his date of birth has been mentioned as 7-2-45. This has been done in the Mining Sirdar Certificate in the year 1982. He has given his date of birth as 7-2-45 on his own basis in which basis the enquiry was conducted. In this respect it was verified that his school was recognised from 1-1-67 and the certificate was issued on 31-12-63 but on that very date such school was not in existence. This certificate supports from the cross-examination of the concerned workman, WW-1 who has stated at page 2 that "I had not furnished any proof of the age in my application for Mining Sirdar examination. I have not filed any school leaving certificate. I do not know if I had put my signature in Form 'B' register at the time of my appointment. This statement of the concerned workman that he has not filed school leaving certificate to prove for his age in Mining Sirdar certificate on which basis he claimed his date of birth should be corrected. The mining sirdar certificate (Ext.W-1) has got no relevancy and it cannot be believed because in the above certificate the date of birth 7-2-45 has been mentioned because of the fact that the concerned workman gave his date of birth as 7-2-1945. He has not produced school leaving certificate in proof of his age as admitted by him in his cross-examination. The above certificate was filed on 8-6-1982 on which basis in service excerpt the date of birth has been recorded as 7-2-1945 in the month of August, 1987. Moreover, he is literate person and he has signed paper i.e. Ext. M-2 in which date of birth has been mentioned as 35 years as on 1972 i.e. which has been filed by him. This document has been prepared on the basis of Mines Act and rules and this cannot be disbelieved. As per Ext.M-3 it shows that he has withdrawn his application from Hon'ble Patna High Court, Ranchi Bench, and the order passed by Hon'ble High Court in CWJC No. 1206 of 1996 (R) dated 27-11-96 shows that the management be consider the representation of the concerned workman. As per Ext.M-7 his age has been recorded as 35 years on 1972 when he joined service. The school leaving certificate which has been filed by the concerned workman seems to be issued on 12-1-1964. When he has joined service on 5-10-72 after issuance of this certificate then why he has not filed this school leaving certificate for proof of date of birth with the management, best reason known to the concerned workman then it only shows that this document has been fabricated by the concerned workman showing his date of birth as 7-2-1945. Moreover this document has not been filled up in the blank portion.

7. In view of the discussions made above, I came to the conclusion that the action of the management of Kustore Area of M/s. BCCL in superannuating Sri Lachhiram, Mining Sirdar with effect from 2-7-97, disregarding the date of birth mentioned in the school leaving certificate and other documents is legal and justified and hence, the concerned workman is not entitled to any relief.

In the above manner the award is passed.

H. M. SINGH, Presiding Officer

नई दिल्ली, 30 जून, 2009

का.आ. 2048.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै.बी.सी.सी.एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण / श्रम न्यायालय संख्या 1, धनबाद के पंचाट (संदर्भ संख्या-22/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-6-2009 को प्राप्त हुआ था।

[सं. एल-20012/141/1994-आईआर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 30th June, 2009

S.O. 2048.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 22/1997) of the Central Government Industrial Tribunal -cum- Labour Court No. 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.Ltd and their workman, which was received by the Central Government on 30-06-2009.

[No. L-20012/141/1994-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I, DHANBAD**

In the matter of a reference U/s. 10 (1) (d) (2A) of I.D.
Act.

Reference No. 22 of 1997

Parties : Employers in relation to the management of
Govindpur Area No. III of M/s. B.C.C.Ltd.

AND

Their Workmen

Present : H.M. Singh, Presiding Officer

APPEARANCES

For the Employers: Shri D. K. Verma, Advocate

For the Workman : Shri R. K. Mukherjee,
Advocate.

State: Jharkhand Industry: Coal.

Dated, the 15th June, 2009

AWARD

By Order No. L-20012/141/94-IR (C-1) dated 8-1-97 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this tribunal :

"Whether the demand raised by the Union on 8-11-1991 for the promotion of Shri Santosh Kumar Lahiri in Grade 'H' w.e.f. 6/7-12-1983 with subsequent promotions in Grade 'F' and Grade 'C' is legal and justified? If so, to what relief the concerned workman is entitled?"

2. The written statement has been filed on behalf of the concerned workman stating that the concerned workman was appointed on 7-6-83 as Dresser (Trainee) Category-I with posting in Teturria Colliery under Govindpur Area of M/s. BCCL. The probation period was for six months only as per terms of appointment. The workman successfully completed six months probation period as Dresser (Trainee). He had pharmacy certificate of competency issued by Registrar, Pharmacy Council of State of Bihar issued on 31-12-1981. The workman was appointed as Dresser (Trainee) with clear stipulation that he will be given proper placements/promotion as per Cadre Scheme for Para Medical staff. The management promoted the concerned workman as Dresser in Grade 'H' w.e.f. 15-5-1989 instead of from 6/7-12-83 i.e. after completion of six months period of probation as per terms and conditions of service. In other Areas of B.C.C.L. and as per offer of appointment other Dresser (Trainee) were regularised as Dresser in Grade 'F' after completion of probation period of their appointments. But the workman was denied Grade 'F' from 6/7-12-83 thereby fixing different norms of promotions in different area of M/s. B.C.C.Ltd. in supersession to the terms and conditions of appointment and Cadre Scheme. Cadre Scheme for Para Medical staff formulated by JBCCI vide Implementation Instruction No. 21 clearly stipulates regularisation of all Dressers placed in lower grades to Grade 'F' Tech. & Supervisory w.e.f. 1-1-1990. The I.I.No.21 provides placement of all Dressers having requisite qualification of pharmacist to be regularised as compounder in Grade 'C' Tech. & Sup. and all over B.C.C.L. and Coal India, persons have been regularised as Compounder in Grade 'C'. In Govindpur Area under which the workman is posted and denied proper grade, and Sri Shankar Mahato was placed in Grade 'C' as per I.I.No.21 of JBCCI. After transfer of Shankar Mahato from Teturia to elsewhere, the concerned workman has been independently discharging compounder's job under direct supervision and control of the colliery Doctor of Teturia Colliery. The concerned workman has read upto B. Sc. Part-I and knows compounder's job which he is doing since 1991 till date. It has been prayed that Hon'ble Tribunal be graciously pleased to hold that the demand of the union for promotion of Santosh Kumar Lahiri in Grade 'H' w.e.f. 6/7-12-1983 with subsequent promotions in Grade 'F' and 'C' w.e.f. 1-1-90 and 1991 respectively is legal and justified and he is entitled for difference of pay and seniority from the above dates.

3. Written statement has been filed by the management stating that Santosh Kumar Lahiri, concerned workman, was appointed as Dresser (Trainee) and was paid Category-I wages as used to be payable to trainees on different jobs. It has been submitted that after the concerned workman was found suitable for working as

Dresser independently after completion of his training and gaining necessary experience, he was regularised as Dresser and was put in technical and supervisory Gr. 'H' w.e.f. 27-5-89. It has also been submitted that the concerned workman did not have any initiative to learn the jobs properly under the guidance of the Medical officer and his subordinates and he was practically working as general mazdoor in the dispensary/hospital and was satisfied to continue on the post of general mazdoor in keeping the dispensary/hospital in proper sanitary conditions and doing some miscellaneous jobs as per direction of the Medical officer and others. In course of years he casually performed the jobs of Dresser on some occasion or other and gained some experience and ultimately, he could be regularised as Dresser in Grade 'H' only with effect from 27-4-89. It has been submitted that the cadre Scheme for the Para Medical staff was circulated on 1st August, 1990 with the direction to put the Dressers in two groups as Dresser Grade-II and Dresser Grade-I and to put them in Grade 'F' and Grade 'E' respectively. The selection to the post of Dresser Grade-II was to be made on the basis of interview and selection to the post of Dresser Grade-I in Grade 'E' was to be made on the basis of recommendation of DPC after working for minimum of 3 years in Grade 'D'. As per the instruction, the existing Dresser in Grade 'H' were to be re-categorised as Dresser Grade-II and to be placed in Grade 'F'. Accordingly, the concerned workman was re-categorised as Dresser Grade-II and was put in Grade 'F' w.e.f. 1-1-90 giving him retrospective effect. Thus, the concerned workman was fixed in Grade 'F' as per the JBCCI Circular No.21 dated 1-8-90. The claim of the concerned workman advanced for the first time on 8-11-91 for putting him in Grade 'H' retrospectively w.e.f. 5-12-83 and to put him in Grade 'F' and 'C' subsequently is without any basis and, such demand is liable to be summarily rejected. It has been submitted that the Dresser in Grade-II has to be promoted as Dresser in Grade-I and, therefore, as Senior Dresser/O.T. Assistant in Grade 'D' and then one has to be promoted as Senior O.T. Assistant in Grade 'C'. So, the demand of the concerned workman who is working as Dresser for such promotion is without any basis and his claim is not commensurate with the qualifications he possesses and the Knowledge and skill he has acquired. Thus, the claim is without any merit and is liable to be summarily rejected. It has been prayed that the Hon'ble Tribunal be graciously pleased to pass the award holding that the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of each other's written statement.

5. The management has produced MW-1 Mukesh Pd. Tiwary and the concerned workman, Santosh Kumar Lahiri has examined himself as WW-1. He has proved documents as Exts. W-1, W-2, W-3 and W-4.

6. The argument advanced on behalf of the concerned workman is that he is entitled for Grade 'H'

w.e.f. 5/7-12-1983 and subsequent promotions in Grade 'F' and Grade 'C' w.e.f. 1990 and 1991 respectively. It has been argued that the concerned workman was appointed on 7-6-1983 as a Dresser (Trainee) Category-I, with a probation period of six months only as per the terms of appointment. The probation period was for six months. After completion of six months of his probation, he was entitled for his promotion in Grade 'H' w.e.f. 5/7-12-83 as given by the management in different areas of M/s. BCCL, but the management denied the same by adopting different works of promotions for different areas of M/s. BCCL in contrary to the terms and conditions of appointment and Cadre Scheme. It has been argued that the concerned workman was entitled to get Grade 'F' and Grade 'C' subsequently in view of I. I. No. 33, 35, and 55 of J.B.C.C.I. enforced from 1980/1985. But the management was sitting right over the matter right from 1983, therefore it was the laches on the part of the management to give the rightful claim to the concerned workman. Thus, he is entitled Grade 'C' as per JBCCI circular which has been followed in the case of Shankar Mahato. It has also been argued that the management is taking the work of compounder from the concerned workman and after the transfer of Shankar Mahato from Tetturia the management started taking the works of independent compounder on oral instruction and the concerned workman regularly performed the work of compounder till his retirement from his service and this fact cannot be denied by the management as because no regular compounder was posted in Tetturia Colliery after the transfer of said Shankar Mahato. Hence, the concerned workman was also entitled to be regularised on the post of compounder.

In this respect the learned counsel of the management argued that the concerned was appointed as dresser (Trainee) in Category-I and subsequently he was regularised as Dresser in the year 1989, because Cadre Scheme for the para medical staff was circulated on 1st August, 1990 with the direction to put the Dressers in two Groups as Dresser Grade-II and Dresser Grade-I and to put them in Grade-F and Grade-E respectively. The selection to the post of Dresser Grade-II was put to be made on the basis of interview and selection to the post of Dresser Grade-I in Grade-E was to be made on the basis of recommendation of DPC after working for minimum of 3 years in Grade-F. As per the instruction, the existing Dresser in Grade-H were to be re-categorised as Dresser Grade-II and to be placed in Grade-'F'. Accordingly the concerned workman was re-categorised as Dresser Grade-II and was put in Grade-'F' w.e.f. 1-1-90 giving him retrospective effect. As per JBCCI Circular No. 21 dated 1-8-90. It has also been argued that the Dresser in Grade-II has to be promoted as Dresser in Grade-I and thereafter as Senior Dresser/O. T. Assistant in Grade-'D' and then one has to be promoted as Sr. O.T. Assistant in Grade-'C'. The concerned workman claimed that he was instructed by his superior to work as a Compounder, but no office order has been issued to him to work as compounder or any document

has been filed by the concerned workman to prove that he was entrusted the job of compounder.

In this respect WW-1 has stated in his cross-examination at page 2 that -"All were given Grade-'F', when I was placed in Grade-'H' and 'F', at that time or before that I never made any demand to the management that I should be promoted in grade-'H', 'F' and 'C' with effect from such and such date. The line of promotion of dresser is Sr. Dresser and O.T. Assistant. There is no line of promotion from Dresser to Compounder. The post of compounder is different from Dresser and line of promotion of both the posts are different. This statement of the concerned workman shows that he has made wrong demand for his promotion to the post of Compounder. According to his own statement there is no line of promotion from Dresser to Compounder.

The management argued that he has never made such demand before 1-1-90 which has been admitted by WW-1 in cross-examination stated that he never made any demand for Grade-'H', 'F' or 'C' before 1-1-90. It only shows that he has demanded for his promotion in Grade-'H', 'F' and 'C' by without any basis. When J.B.C.C.I. issued circular dated 1-8-1990 I. I. No. 21 has been followed by the management and the concerned workman was given promotion to Grade 'F' which has been admitted by him in cross-examination.

7. Certificate has been filed by the concerned workman, Ext. W-4, which only registration of the Registrar. It does not contain that the concerned workman is Diploma Holder in Pharmacy. Exts. W-2 and W-3 are educational qualification regarding examination passed by the concerned workman as B.Sc. part-I and Ext. W-3 is certificate from Bihar Vidyalaya Parikhs Samiti in science. He was given Category-I wages as Dresser (Trainee) in the year 1989. As per office order dated 27-5-89 he was placed in Technical & Supervisory Grade 'H' by the management. As per Office Order dated 12/19-1-1991 some persons have been placed in Grade 'C' who were Dresser in Grade 'F'. As per Circular dated 1-8-1990 the Dresser has to be promoted as Senior Dresser/O. T. Assistant in Grade 'D' and then in Grade 'C' on the basis of recommendation of D.P.C. It shows that concerned workman cannot be promoted to Grade 'F' & 'C' without D.P.C. Accordingly, as per circular dated 1-8-90 Grade 'E' can be given to a person who has worked minimum of 3 years in Grade 'F' after D.P.C. It shows that D.P.C. considered persons who have served for 3 years in Grade 'F' for their promotion in Grade 'E'.

8. In view of the facts and circumstances discussed above I hold that the demand raised by the union on 8-11-1991 for the promotion of Sri Santosh Kumar Lahiri in Grade 'H' with effect from 5/7-12-1983 with subsequent promotions in Grade 'F' & 'C' is not legal and justified and accordingly, the concerned is not entitled to get any relief.

In the above manner the award is rendered.

H. M. SINGH, Presiding Officer

नई दिल्ली, 30 जून 2009

का.अ. 2049.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की भांति 17 के अनुसरण में, केन्द्रीय सरकार भे. बी. सी. सी. को प्रबंधन के संवेदन नियोजकों और उनके धर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ संख्या 55/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-6-2009 को प्राप्त हुआ था।

[सं. एल-20012/386/96-आईआर(सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 30th June, 2009

S.O. 2049.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55/2000) of the Central Government Industrial Tribunal/ Labour Court, No. 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 30-6-2009.

[No. L-20012/386/96-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 1. DHANBAD

In the matter of a reference U/s. 10 (1) (d) (2A) of the I.D. Act.

REFERENCE No. 55 OF 2000

PARTIES:

Employers in relation to the management of Moonidih Project of M/s. B.C.C. Ltd.

AND

Their Workmen.

Present: Shri H. M. Singh, Presiding Officer.

APPEARANCES

For the Employers: Shri H. Nath, Advocate

For the Workman: Shri S. C. Gour, Advocate

State: Jharkhand

Industry: Coal.

Dated, the 16th June, 2009

AWARD

By Order No. L -20012/386/96-IR (C-1) dated 21-1-2000 the Central Government in the Ministry of Labour has in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of

Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

SCHEDULE

"KYA B.C.C.L. Moonidih Project ke prabandhan dwara Sri Krishna Nand Mahato K trammer ko dinank 24-8-90 se barkhast kiya jana vdoivat, nyaya sangat avn ushi hai? yadi nahin to karnakar kis rashat ka patra hai?"

The concerned workman has filed written statement stating Krishna Nand Mahato, concerned workman, was appointed at Moonidih Project in the year 1970 as PR Miner-Loader. The concerned workman has put unblemished record of service and the management picked him up for the job of Time Rated Trammer at Moonidih which he did upto the last day of his work. In the year 1988 the concerned workman fell ill and for better treatment went to his native place where he was attended to by village Doctors and on Doctor's advice, was on complete rest till recovery. He informed the management by post about his illness and requested for grant of sick leave till full recovery. The management, after getting the workman's letter, maintained complete silence, which was in affirmative of sanction of sick leave. The workman came to the colliery in June, 1990, after getting fully cured for joining duty of Trammer, but he was not allowed by the management on one plea or the other. The concerned workman, on repeated requests made to the management, almost daily, for about 10 days, was told by the Personnel Deptt. of the Project to go back to his home, as issue of charge-sheet is being contemplated. The poor innocent, illiterate workman went back to his home, waiting for the charge-sheet and there at his native place he again fell ill and was again under treatment of the same village Doctor. When no charge-sheet was received he came back to the colliery alongwith fitness certificate of the village Doctor on 4-8-91 and requested for duty. On 5-8-91 he was told by the officer of the Moonidih Personnel Department that he stands dismissed and on request a copy of the order of dismissal letter dated 24-8-90 was handed over to him. The concerned workman after getting the dismissal letter became shocked. From the issue of charge-sheet upto enquiry it was all exparte as no intimation was sent to him to give reply and appear in the enquiry. The workman had reasonable cause for his absence from duty, which was beyond his control and the dismissal on exparte enquiry is not justified. It has been stated that the action of the management in dismissing the concerned workman w.e.f. 24-8-90 is not only excessively harsh, but disproportionate to the guilt also and the workman is entitled for reinstatement in service. Accordingly, it has been prayed to pass an award in favour of the workman.

3. The management has filed written statement stating that Krishna Nand Mahato was a trammer of Moonidih

Project. The concerned workman was absenting from duty without information and without satisfactory cause from December, 1988. Accordingly he was charge-sheeted vide letter No.MND/Supdt./PER/DA (DR) (MR)-90/856 dated 17-5-90. The concerned workman did not submit any reply to the charge-sheet and Sri R. C. Srivastava, Dy. Personnel Manager, was appointed as an Enquiry Officer to hold enquiry vide letter dated 1-6-90 by the superintendent of Mines, Moonidih Project. The concerned workman was repeatedly asked by the Enquiry Officer to attend the enquiry and ultimately an enquiry notice was sent to the workman by his home address and the same was published in the local News Paper "AWAJ". But he did not appear and participated in the enquiry nor he sent any information to the Enquiry Officer who ultimately conducted the enquiry ex-parte. On the basis of the enquiry report submitted by the Enquiry Officer and with the approval of the competent authority, the concerned workman was dismissed from the service of the company vide order No. MND/PO/Dismissal/90/1699 dated 24-8-90. The enquiry was conducted according to the Rules of Natural Justice and the concerned workman intentionally did not participate in the enquiry proceeding in spite of frequent notices to him as well as notice published in the local News Paper "AWAJ". The Vice-President, Rashtriya Colliery Mazdoor Sangh raised an industrial dispute before the A.L.C. (C), vide letter dated 10-8-94 which resulted into present reference. It has been prayed that the Hon'ble Tribunal be pleased to pass an award holding that the action of the management in dismissing the concerned workman w.e.f. 24-8-90 is legal and justified and the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The management has produced MW-1- R. C. Srivastava, Enquiry Officer, who has proved Ext.M-1 and management has also produced MW-2- Kashi Nath Sarkar, on merit, who has proved Exts. M-2 and M-3. The concerned workman has produced himself as MW-1- Krishna Nand Mahato.

6. In the above case regarding preliminary issue the enquiry was held not fair and proper vide order dated 17-3-2005. The management has produced additional witness, MW-2- Kashi Nath Sarkar- in support of their case.

7. The argument advanced on behalf of the concerned workman is that he has never been served any notice regarding enquiry proceeding and he has been dismissed w.e.f. 24-8-90 when he came to join as he was ill and went at his native village. In this respect it is now important whether any notice has been sent to the concerned workman or not. In this respect the management's witness, MW-1 stated "As far as I remember there is no Post Office being called

Putki Post Office. In the postal address of the workman as mentioned in the charge-sheet Putki Post Office is mentioned. It shows that the charge-sheet, Ext.M-1 has not been sent at the address of the concerned workman and which basis it can be presumed that any notice has been sent and he has not appeared, so the ex-parte enquiry has been conducted by the management. The papers which have been filed by the management, Exts.M-1, M-1/2, M-1/3 and M-1/4 are mentioned Post Office- Putki which as per evidence of MW-1 there is no Post Office of Putki. So, this postal information has not been sent to the concerned workman on which ex-parte enquiry was held.

8. Notice has been published in News Paper, Ext.M-1/5 "Awaj". So it should be presumed that notice has been sent through News Paper, but this argument advanced on behalf of the management does not seem to be proper and legal because it is admitted that notices were sent to the concerned workman by registered post by the management. This can be done only when the notice given to the concerned workman on proper postal address which has been refused by the concerned workman then it is necessary to give publication in the News Paper and then it will be presumed that the concerned workman intentionally did not want to appear before an enquiry proceeding.

9. In this respect management's witness MW-2 stated in cross-examination that "Departmental enquiry was held against the concerned workman. I was not the Enquiry Officer. I was not the Presenting Officer. The Register Form 'G' is not maintained by me. I cannot say whether this document marked as Ext.M-3 was filed on the enquiry or not. It is not a fact that I have got no knowledge about this case and I am stating falsely." Ext.M-3 attendance register was not filed earlier by the management and the person who has prepared has not been produced by the management. The above officer who has deposed on behalf of the management was also neither Enquiry Officer nor the management representative, so that he may be presumed that he knew everything regarding the case on the basis the dismissal order was passed against the concerned workman by the management.

The concerned workman has stated in examination-in-chief that - "I used to work as Trammer at Moonidih Project of M/s. BCCL. I worked from the year 1970 upto the date of my dismissal from service. I had not received any copy of the charge-sheet sent by the management due to wrong postal address given therein. The village where I reside comes under Post Office- Kusunda. There is no Post Office in existence being called 'Putkee Post Office'. I had not received any enquiry notice from the management. Since I did not receive charge-sheet or the enquiry notice I could not appear during enquiry proceeding. Just in order to harass me the management

sent the charge-sheet and enquiry notice deliberately on a wrong postal address". This statement shows that he was ill and had gone to his native village where he was treated by the Doctor. The concerned workman informed the management by post about his illness and requested for grant of sick leave till his recovery. No medical certificate was produced by the concerned workman. But when he was not given any opportunity in the enquiry why he will produce medical report in the enquiry. When the enquiry was held ex-parte and such enquiry cannot be said to be fair and proper which has also been held by the Tribunal vide order dated 17-3-2005. When he cured he came to the colliery for his duty but the management did not allow to join. In spite of repeated request for about 10 days he was told by the Personnel Department of Moonidih Project to go back to his home and a charge-sheet is going to be issued against him. He again went back to home and after fully cured he came back to the colliery with fitness certificate on 5-8-1991 and requested for duty, when he was informed by the Personnel Deptt. that he was dismissed. For this purpose he had moved application for copy of the order, then he was handed over the dismissal order dated 24-8-90.

10. The action of the management in doing ex-parte enquiry without informing the concerned on his home address and passing dismissal order without giving opportunity shows that the concerned workman was dismissed from service w.e.f. 24-8-1990 without following principles of natural justice and such action of the management is unjustified and illegal.

11. Accordingly, I render the following award—

The action of the management of Moonidih project of M/s. BCCL in dismissing the concerned workman, Krishna Nand Mahato, from service w.e.f. 24-8-1990 is not justified. Hence, the concerned workman is entitled for re-instatement in service but without any back wages. The management is directed to implement the award within 30 days from the date of publication of the award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 30 जून, 2009

का.आ. 2050.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में बी. सी. एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ संख्या 61/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-6-2009 को प्राप्त हुआ था।

[सं. एल-20012/259/1994-आई.आर. (सी-1)]
स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 30th June, 2009

S.O. 2050.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.61/1995) of the Central Government Industrial Tribunal/Labour Court No. 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 30-6-2009.

[No. L-20012/259/1994-IR (C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. I AT DHANBAD PRESENT

Shri H. M. Singh, Presiding Officer

In the matter of an industrial Dispute under Section 10(1)(d) of the I.D. Act. 1947.

Reference No. 61 of 1995

PARTIES:

Employers in relation to the management of M/s. B.C.C.L. Kusunda Area No. VI and their workman.

APPEARANCES

On behalf of the workman : Mr. B. N. Singh, Advocate

On behalf of the employers : Mr. B. M. Prasad, Advocate

State : Jharkhand

Industry : Coal.

Dated, Dhanbad the 17th June, 2009

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1)(d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L- 20012/ 259/94- IR (Coal-I) dated, the 12th June, 2005.

SCHEDULE

“Whether the action of management of M/s. BCCL, Kusunda Area No. VI in dismissing Shri Ram Ashish Sharma, Attendance Clerk KOCP w.e.f. 5-10-89 is justified? If not, to what relief the concerned workman is entitled?”

2. The case of the workman as disclosed in his Written Statement is that the concerned workman Sri Ram Ashish Sharma was taken in employment along with other workers at the time of departmentalisation of over burden contract workers in the year 1973. He worked to the entire satisfaction of the management upto 1977 when the management stopped him from work on the alleged suspicion of impersonation. But when the concerned workman furnished proof to the satisfaction of the

management of his being genuine worker he was allowed to resume duty in November, 1977 i.e. after 6 to 7 months and he was told that he will not be paid any wages for the period of idleness. Subsequently in September, 1982 i.e. after a gap of about 5 years, he was chargesheeted vide chargesheet No. BCCL/KOCP/F-82/1000 dated 1st September, 1982 for impersonation as it was alleged that his real name was Lallan Singh S/o. Satyanarayan Singh of Village Gadipur, P. O. Kamalpur, P. S. Padu, Distt. Muzaffarpur. He denied the charges in his reply dated 7th September, 1982 by stating that Lallan Singh is his call name where as his father's name and hence address, Post Office, P. S. and District are the same as mentioned in the chargesheet which tallies with the office record as well which bears his signature. It has been stated that at the time of regularisation of OBR Contract Worker including him, were thoroughly screened/scrutinised and only after proper certification by supervisor and Sri Dip Narayan Pandey, the Contractor, the workers were taken in employment. It has further been stated by the concerned workman that there is no other claimant with the name of either Ram Ashish Sharma or Lallan Singh for this job except the concerned workman.

It has been stated by the concerned workman in his Written Statement that with the issue of the chargesheet the management also reported the matter/lodged F.I.R. with the police against Ram Ashish Sharma and Radhe Kant Singh (another alleged impersonator from the same Colliery) which gave rise to Dhanbad P. S. Case No. 526/82 and G.R. Case No. 2557/82 in the Court of Sri A. Kumar, J. M. 2nd Class Dhanbad, while Sri Radhe Kant Singh was sent for trial before the C. J. M. Dhanbad, where as Sri Ram Ashish Sharma who was sent for trial before Sri A. Kumar, J. M. 2nd Class, did not find any material, as a result he was not sent up for trial and he was discharged on 7-10-1983. In course of enquiry which was subsequently held, the concerned workman produced certificate from Gram Panchayat, Mukhiya, Gram Sewak, B.D.O. and the Police Thana of his native district in support of his contention that Lallan Singh was his call name and Ram Ashish Sharma and Lallan Singh is one and the same person, whose father's name and home address are the same as mentioned in the chargesheet. In spite of placing all these facts which were placed in the enquiry, Sri Ram Ashish Sharma was dismissed from service 5-10-89. In the dismissal letter, it was mentioned that the charges levelled against him vide Chargesheet No. 1660 dated 1-9-82 in which the enquiry was held were proved, for which he was dismissed but in fact Chargesheet No. 1660 was never issued to him. The chargesheet which was issued to him was numbered as 1000 and not 1660. It means that he has been wrongly dismissed. The chargesheet for commission of misconduct under the alleged Certified Standing Order for K.O.C.P. was issued but no such Certified Standing Order for K.O.C.P. existed. It has been alleged by the

concerned workman that he was not given proper opportunity to defend his case and the enquiry officer never read out the proceeding before taking the signature of the parties in the enquiry. It has been prayed on behalf of the concerned workman to pass an Award holding the action of the management of M/s. BCCL, Kusunda Area No. VI in dismissing Sri Ram Ashish Sharma, Attendance Clerk, K.O.C.P., w.e.f. 5-10-89 as not justified and to award reinstatement with all attending benefits and continuity of service.

3. In the Written Statement submitted by the management it has been stated by them that the present reference is not legally maintainable. At the time of take over of management of Kusunda Colliery, the opencast workings were being operated by employing manual labour. The overburden used to be removed with the help of contract labour and the coal used to be obtained departmentally. In the year 1973, the management stopped engagement of contractor for removing overburden and the contract workers deployed on removal of overburden were departmentalised and were absorbed under the present management. In the Written Statement it has been stated that in the list of contractor Sharan workers one person having the name of Ram Ashish Sharan had been included and accordingly appointment letter in the name of Ram Ashish Sharan was prepared by the management. The concerned workman in connivance with the contractor Shri B. D. Singh and Shri Dip Narain Pandey, the clerk of the contractor assumed the name of Ram Ashish Sharan and took the appointment letter and joined his duties as overburden remover in the year 1973. In course of years he managed to become a clerk in the colliery. However, in the year 1982 it came to light that the real name of the concerned workman was Shri Lallan Singh, the eldest son of Shri Satya Narain Singh of Kamalpur Panchayat, Anchal Paru, Sub-Division Muzaffarpur and he assumed the name of Ram Ashish Sharan in 1973 and entered into the service of the company as contractor worker of the contractor, Shri B. D. Singh. It was observed that Shri Satya Narain Singh has two sons, one Shri Lallan Singh, the concerned workman and another Shri Benia Singh the younger brother of the concerned workman. The Vigilance officer was entrusted with the job of verification who examined the voter list of 1980 of Sub-division Muzaffarpur Anchal Paru and Panchayat Kamalpur and found that Shri Satya Narain Singh has got only two sons, the concerned workman Shri Lallan Singh and another named Benia Singh. The concerned workman after taking appointment letter in the name of Ram Ashish Sharan changed the surname 'Sharan' to Sharma and subsequently got his name entered in Form B Register as Ram Ashish Sharma son of Satya Narain Singh. As the contractor submitted list of workmen giving names only without giving their particulars like father's name, home address and age, the management simply issued the letters of appointment in the names only

as per the list given. This gave opportunity to the concerned workman to put the real name of his father and the correct home address and he merely altered his name from Lalan Singh to Ram Ashish Sharma, after changing 'Sharan' to Sharma. It has further been stated on behalf of the management that the concerned workman being an educated person could have produced the original certificate of his qualification which could have clarified the position but purposely he put his LTI on the appointment letter and produced some false and fabricated certificates of the Mukhia and entered into service. After getting the matter enquired by the Vigilance Officer the management issued chargesheet to the concerned workman on 1-9-1982. The same workman submitted his reply to the effect that he had two names, one is Ram Ashish Sharma and another Lalan Singh and he took the plea that he did not commit any misconduct by accepting the letter of appointment in the name of Ram Ashish Sharan, his surname being incorrectly written in the appointment letter in place of Sharma. The reply of the concerned workman was not considered satisfactory and a departmental enquiry was held relating to the charges levelled against him. In course of domestic enquiry the Vigilance Officer appeared as a witness and clarified the position with reference to the voter list, the appointment letter and other documents to prove that the concerned workman was Shri Lalan Singh son of Satya Narain Singh and he impersonated Ram Ashish Sharan, assuming the name of Ram Ashish Sharma. In support of proof the concerned workman did not produce any document of any worth like the School Certificate or certificate of properties to the effect that he was having two names, one is Lalan Singh and another Ram Ashish Sharma. It has been submitted that the charges levelled against the concerned workman were serious in nature and after observing the principles of natural justice, the management considered the case of the concerned workman and dismissed him from his service w.e.f. 5-10-1989. Accordingly it has been prayed on behalf of the management to pass an Award holding that the dismissal of the concerned workman is justified and the concerned workman is not entitled to get any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paras of each other's Written Statement.

5. This Tribunal after hearing both sides held vide Order No.26 dated 3-1-2001 that the domestic enquiry conducted against the concerned workman by the management was not fair and proper and the management was directed to adduce evidence on merit.

6. Management in order to substantiate their case has produced Balram Prasad and examined him as MW-1 who has proved documents marked as Ext.M-1, M-2, M-3, M-3/1 and M-4. The workman side has produced the

concerned workman and examined him as WW-1 who has proved documents marked as Ext. W-1, W-2, W-3 to W-3/2 and W-4. Another witness has also been produced on their behalf named B. D. Singh who has been examined as WW-2.

7. Main argument advanced on behalf of the workman is that in course of departmentalisation of the contractor workers, the concerned workman being a contractor worker was employed by the management in 1973 after thorough enquiry made by the management. It has been alleged by the management that the concerned workman in connivance with contractor assumed the name of Ram Ashish Sharma and took appointment as Overburden Remover in 1973. His real name was Lalan Singh son of Sri Satya Narayan Singh of Kamalpura Panchayat, Anchal Paru, Sub-Division Muzaffarpur but by assuming his name as Ram Ashish Sharma he entered in service in 1973. The Vigilance Officer of the management was entrusted with the job of verification and in course of verification the Vigilance Officer examined Voter List of 1980 pertaining to Sub-Division, Muzaffarpur, Anchal Paru Panchayat Kamalpura and found that Shri Satya Narayan Singh had two sons named Lalan Singh and Benia Singh. Subsequently the concerned workman got his surname changed as Sharma and managed to get the name entered in Form B Register as Ram Ashish Sharma son of Sri Satya Narayan Singh and that the concerned workman being educated did not produce his original certificates in proof of his qualification and he simply put his LTI on appointment letter and produced some false and fabricated certificates of the Mukhiya and entered into the service. On this ground the management issued a chargesheet dated 1-9-1982 and the concerned workman submitted his reply stating that he had two names one Ram Ashish Sharma and another call name as Lallan Singh and he did not commit any misconduct by taking appointment in the name of Ram Ashish Sharma and that his surname was incorrectly written as Sharan in place of Sharma. This reply of the concerned workman was not found satisfactory by the management hence a departmental enquiry was held during which Vigilance Officer of the management appeared as Prosecution witness who proved Voters list, appointment letter and other documents that the concerned workman was Lallan Singh, Ram Ashish Sharan assuming the name of Ram Ashish Sharma and in this view of serious nature of charge proved against him he was dismissed from service w.e.f. 5-10-1989.

8. The Union of the concerned workman raised their dispute because he was appointed by the management in 1973 along with other overburden removing contract workers. He was found working peacefully and satisfactorily but he was stopped from work on mere suspicion about him of his being impersonator and after remaining from work for 6 to 7 months he was suo-moto allowed by the management to continue to work but for

the said 6 to 7 months he was not paid his wages etc. and again after a gap of about 5 years of his peacefully working he was chargesheeted vide chargesheet No. BCCL/KOCP/F-82/1000 dated 1st September, 1982 for charge of impersonation against him alleging that his real name was Lalan Singh S/o Sri Satya Narayan Singh of Village Gadopur, P.O. Kamalpura, P. S. Dist. Muzaffarpur. The workman's representative argued that father's name and residential address is the same. His call name in village is Lallan Singh. His actual name is Lallan Singh alias Ram Ashish Sharma. The facts stated above, as mentioned in the chargesheet tally with the officer record which bears his signature. The representative of the workman also argued that it is not a fact that the concerned workman has impersonated any one. He also argued that simultaneously against this workman a Criminal case has been registered as P. S. Case No. 528/82 which was converted into G. R. Case No. 2557/82 in which judgement of the Court speaks that no case of impersonation was made out against him for standing up for trial for offence and he was discharged from Criminal liability arising out of G. R. Case No. 2557/82. It has also been argued that during departmental enquiry in the chargesheet, the concerned workman submitted certificates issued to him by Gram Panchayat, Mukhiya, Gram Sewak, concerned B.D.O. and of Police station of his native place which speaks about his real name as Ramashish Sharma and call name as Lallan Singh but notwithstanding all these position not paying way to sustain the charge of impersonation against him he was dismissed from service on 5-10-89. The representative of the workman further argued that the Standing Order as quote in the chargesheet was not existing in K.O.C.P. at the relevant time. The concerned workman was not afforded proper opportunity to plead his defence in the enquiry. The chargesheet issued to the concerned workman bears number as 1000 whereas he was dismissed for allegation alleged in chargesheet No. 1660 as referred to in his letter of dismissal and in view of the above the principle of natural justice was not observed and the departmental enquiry was not held properly and fairly.

9. It has been argued by the representative of the workman that this Tribunal after hearing both sides has found the enquiry proceeding against the concerned workman was not fair and proper vide Order dated 8-1-2001. So the concerned workman should not be dismissed on the basis of vitiated enquiry. His dismissal order should be set aside by this Tribunal. The management have filed Ext.M-2, the photo copy of one page of Form-B Register dated 29-10-73 in which the name of the concerned workman has been written as Ramashish Sharma but it is not properly legible. Ext.M-1 is a temporary appointment letter issued to him having his name therein as Ramashish Sharma and this appointment letter speaks for his joining before 29-10-73. Ext.M-3 is the photo of the concerned workman. Ext.M-4 is voter list of native place of the concerned workman marked for identification. These prove the similar address of Native place of the concerned workman

alongwith his father's name and during examination on merit before the Tribunal they also examined the concerned workman as WW-1 and his ex-contractor as WW-2. WW-1 in course of his evidence has proved Ext.W-1 which is the chargesheet addressed to Ramashish Sharma mentioning his native place address and Ext.W-2 is the dismissal letter addressed to him by his name as Ramashish Sharma having number there as 1660 of the chargesheet whereas chargesheet issued to him has its number as 1000 in Ext.W-1. Therefore, two numbers of chargesheet indicate it as of dubious nature. WW-1 produced Ext.W-3, W-3/1, W-3/2 and they are certificate of Gram Panchayat of his native place, certificate of Anchal Karamchahi of his native place and certificate of police station of his native place respectively. They all prove his real name as Ramashish Sharma alias/call name as Lallan Singh. WW-1 also filed Ext.W-4 which is certified copy of criminal Court which speaks that in G.R. Case No. 2557/82 arising out of Dhanbad P.S. Case No. 528/82 he was not even sent up for trial for allegation of impersonation against him and he was discharge from criminal liabilities arising out of the same. WW-2 has certified his existence during his examination as contractor worker as Ramashish Sharma under him with his address etc. as mentioned in the chargesheet. It has also been argued that as per law laid down by Hon'ble Jharkhand High Court reported in 2006 (1) JLJR wherein it has been held by their Lordships of the Hon'ble Court speaks as follows:—

“Departmental Proceedings—proceeding started on the same charges on which a criminal case was under trial—criminal court acquitting the respondent, acquittal being a clean acquittal and not on the basis of benefit of doubt—sole eye witness not uttering a single word in departmental proceeding—the order of punishment passed in departmental proceeding be set aside.”

10. Ld. Counsel for the management argued that the concerned workman has not been acquitted by the Criminal Court and he has been discharged. His acquittal was not on merit. But paper filed by the concerned workman of Criminal Court marked as Ext.W-4 speaks as follows:—

“Cognizances of the offences u/s 419/170 I.P.C. is taken and case is transferred to the file of Sri A. Kumar, J.M. 2nd Class Dhanbad for disposal according to law.

Accused is directed to appear before the trial Court on the date fixed.

Accused Ramashish Sharma has not been sent up for trial. He is discharged.

Sd/- M. L. Visa, C.J.M.”

This does not show that the concerned workman was acquitted on merit.

11. Moreover, the concerned workman is a literate person but he has not filed any School Leaving Certificate so that it may be presumed that Ramashish Sharma alias Lallan Singh has also been written in the School Register. He has simply filed Gram Panchayat Certificate, Kamalpura and Police Station report but nobody has been examined by the concerned workman to that it may be presumed that such certificate has been issued in course of business by the public Officers and that could be believed. Moreover, Ext. M-4 supports the case of the management it has also been admitted by WW-1 Ramashish Sharma alias Lallan Singh that his father's name is Satya Narayan Singh. This is the Voter's list of 1980 of the concerned workman's village in which his wife's name has been mentioned as Saroj. But there is no mention of Ramashish Sharma alias Lallan Singh in the above Voter's list though he has joined the service in 1973. If this would be the fact then Ramashish Sharma alias Lallan Singh would have been mentioned in the Voter's list which is a document of 1980 marked as Ext.M-4. It only shows that his actual name is Lallan Singh but he has got his name as Ramashish Sharma to get job under the management as contractor worker for regularisation. In this respect WW-2 Bramdeo Singh who is said to be a contractor has stated in cross-examination that "I have got no paper to show that I was a contractor." He has also said "Ramashish Sharma is a resident of Muzaffarpur but I do not name of his village. I have never visited the village of Ramashish Sharma. I am not related to Ramashish Sharma. I am resident of Aurangabad District". Page-2 of his cross-examination the above witness has stated "I do not know any Lallan Singh. I do not know any Ramashish Saran. I have not seen the voter list of Ramashish Sharma. I do not know if the concerned workman obtained employment in the name of Ramashish Sharma I have never met with the father of the concerned workman. I cannot say how many brother the concerned workman has." This statement of witness of the concerned workman who is said to be contractor shows that he does not know any identity of the concerned workman. He does not know the family members of the concerned workman. He does not know the name of village of the concerned workman. He does not know the father's name of Lallan Singh. Even he has not seen the Voter's list of the concerned workman. He belonged to Aurangabad District. The concerned workman belonged to Muzaffarpur District. It only shows that he has been produced by the concerned workman in support of his case.

12. The concerned workman WW-1 Ramashish Sharma has stated in course of his cross-examination at page-2 that "I have read upto Class-X. The name of the school was Deoharababa Sanskrit Vidyalaya, Tendua, (Gutni) which is presently in the district of Siwan (Bihar). I have not filed the school leaving certificate in the instant case but before the management I had produced the same. In the said school I studied from 1966 to 1968. In the year

1968 I left study. Prior to 1966 I had been studying in a local school of my village. I had obtained the transfer certificate from the said school and on that basis I had taken admission in the aforesaid school of Siwan". This statement of the concerned workman shows that he has read upto Class X. He is a literate person but he has not filed any school leaving certificate so that it may show that his actual name in Ramashish Sharma alias Lallan Singh. It only shows that when he got employment in 1973 and as per statement in page-2 where he has stated that prior to 1966 he was studying in local school of his village but no certificate of school of his village has been filed. It only shows that those certificate are not supporting his case so he had not filed above certificate of school. The concerned workman Ramashish Sharma has stated in cross-examination at page-3 "I am not recollecting exactly what actually in my date of birth." This statement of the concerned workman does not support any documentary evidence from school because has not filed any School leaving certificate. The concerned workman WW-1 in cross-examination at page-4 has stated. "In the voter list also my name was mentioned as Ramashish Sharma S/o. Satyanarain Singh. In the Voter's list my wife's name was mentioned as Saroj. The Voter list related to Paru Assembly Constituency. The name of my grand father was Jag Bahadur Singh." It shows that he states that his name was mentioned in the voter's list but in Ext. M-4 there is no such mention that Ramashish Sharma is the son of Satyanarain Singh or that Ramashish Sharma alias Lallan Singh is son of Satyanarain Singh. There is also no mention of the name Saroj was the wife of Ramashish Sharma alias Lallan Singh. It only shows that he has impersonated and his actual name is Lallan Singh.

13. Regarding identification WW-1 has stated in page-4 "I do not have any contractor's paper with me regarding my identification." It only shows that he has got employment with impersonation treating him to be Ramashish Sharma. His actual name is Lallan Singh. There is also general opinion that when his father's name is Satyanarain Singh it does not seem to be reasonable that he is Sharma. Sharma may be of different case. The concerned workman has also not filed any Kundali register, family register certified which may show that he was a family member of Satyanarain Singh and his name was Ramashish Sharma alias Lallan Singh.

In view of the facts, evidence both oral and documentary and citation of case law I have found no merit in the claim of the concerned workman. Accordingly I hold that the concerned workman is not entitled to get any relief. In the result, the following Award is rendered:—

"The action of management of M/s. BCCL Kusunda Area No.VI in dismissing Shri Ramashish Sharma, Attendances Clerk, KOCPL w.e.f. 5-10-89 is justified. Consequently, the concerned workman is not entitled to get any relief.

H. M. SINGH, Presiding Officer

नई दिल्ली, 1 जुलाई, 2009

का.आ. 2051.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, एरनाकुलम के पंचाट (संदर्भ संख्या 2/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-7-2009 को प्राप्त हुआ था।

[सं. एल-12011/107/2007-आईआर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 1st July, 2009

S.O. 2051.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.2/2008) of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank Thiruvananthapuram and their workman, which was received by the Central Government on 01-07-2009.

[No. L-12011/107/2007-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P.L.Norbert, B.A., L.L.B.,

Presiding Officer

(Friday the 19th day of June, 2009/29th Jyaishta, 1931)

I.D. 2/2008

Union : The Secretary,

Canara Bank Workers' Organisation,

C/o Canara Bank Cantonment,
Trivandrum-695039.

By Adv. H. Subhalakshmi.

Management :

The General Manager, Canara Bank, Circle Office, M.G. Road, Thiruvananthapuram-695039

By Adv. P.Gopinath Menon.

This case coming up for hearing on 19-06-2009, this Tribunal-cum-Labour Court on the same day passed the following.

AWARD

This is a reference made under Section 10 (1)(d) of Industrial Disputes Act against transfer of an employee working in Ernakulam South Branch of Canara Bank to Calicut Circle.

2. On summons parties entered appearance and filed their pleadings. However when the matter came up for evidence the union took several adjournments for adducing evidence. There is no improvement even after repeated adjournments on the side of the union. The management witness and counsel are present. However the union and the counsel remain absent even today. A representation is made for adjournment. There is no use in adjourning the case indefinitely. There is neither documentary nor oral evidence to substantiate the claim of the union. Hence it has to be held that the order of transfer of one of the members of the union to another circle of the bank is justified and not tainted by malafides.

In the result an award is passed finding that the action of the management in transferring Smt. T. Syamalakumari, Clerk of Ernakulam South Branch of Canara Bank to Calicut Circle is legal and justified and she is not entitled for any relief.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 19th day of June, 2009.

P. L. NORBERT, Presiding Officer

Appendix-Nil

नई दिल्ली, 1 जुलाई, 2009

का.आ. 2052.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा, के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, एरनाकुलम (कोचीन) के पंचाट (संदर्भ संख्या 1/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-7-2009 को प्राप्त हुआ था।

[सं. एल-12012/06/2005-आईआर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 1st July, 2009

S.O. 2052.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.01/2005) of the Central Government Industrial Tribunal/Labour Court, Ernakulam (Cochin) now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 01-07-2009.

[No. L-12012/06/2005-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM**

Present : Shri P.L.Norbert, B.A.,L.L.B.,
Presiding Officer

(Thursday the 18th day of June, 2009/28th Jyaistha, 1931)

I.D. 1/2005

Workman : Shri Christopher P.P.,

Panjikara House, Near East Church,
P.O. Angamaly, Kerala -683572.

By Adv. Paulson Varghese

Management : The Assistant General Manager,

Bank of Baroda , Regional Office,
Karimpanal Arcade.

Thiruvananthapuram -695023.

By Adv. M/s. B.S. Krishnan Associates.

This case coming up for hearing on 17-06-2009, this Tribunal-cum-Labour Court on 18-06-2009 passed the following.

AWARD

This is a reference made under Section 10(1) (d) of Industrial Disputes Act. The reference is :

"Whether the action of the management of Bank of Baroda in terminating the service of Shri Christopher P.P. is correct or not ? If not what relief is entitled to?"

2. The facts of the, case in brief are as follows: The workman Shri Christopher P.P. was engaged as Peon initially at Kothamangalam Branch of management bank in the year 1993 as casual worker. Thereafter he was shifted to Alwaye Branch in the year 1998. However he was disengaged on 07-10-2002. The worker challenges the termination as illegal and in violation of the provisions of the Industrial Disputes Act. According to him he was employed in a sanctioned post and he had worked continuously from 1993 to 2002. According to the management the worker was engaged as casual employee intermittently on daily wage basis by the Branch Managers of Kothamangalam and Alwaye. However the management denies continuous service of 240 days or more at any time. Management also denies appointment in any sanctioned post. They also contend that the Branch Manager is not competent to appoint any person. It is contended that employment in subordinate cadre is made only through recruitment process from among persons sponsored by employment exchange. There are guidelines and directives of Government for recruitment of personnel. There is no illegality in terminating the service of the worker.

3. In the light of the above contentions the following points arise for consideration.

1. Is the termination legal?
2. What relief, if any, the workman is entitled?

The evidence consists of the oral testimony of WWs. 1 to 3 and documentary evidence of Exts. W-1 to W-9 on the side of the worker and no evidence on the side of the management.

4. Point No. 1:-It is an admitted fact that the workman was engaged by the management bank as casual worker on daily wage basis. The dispute is regarding continuous service. According to the worker he had worked in Kothamangalam from 04-06-1993 to 22-06-1998. Thereafter he was shifted to Alwaye branch where he worked from 28-06-1998 to 07-10-2002. Challenging the termination he had filed OP 29854/2002 but was later withdrawn. WW1 is the worker. He has deposed in terms of his contentions in the claim statement. In the cross examination regarding intermittent service he does not admit it. WW2 was working in a Travel Agency at Kothamangalam from 1993 to 1997. According to the witness whenever he went to Kothamangalam branch of the bank for bank transactions he had seen the worker doing the job of a Peon in the bank.

WW3 is a merchant having a stationery shop at Kothamangalam near to the bank at Kothamangalam. He says that whenever he had been to the bank for bank transactions he used to see the workman doing the job of an Attender.

5. Ext. W1 is a circular letter issued from the Regional office of the bank to the Sr. Branch Manager of Kothamangalam. As per Ext. W1 the Senior Branch Manager was asked to fill the details called for in the letter regarding casual workers. Accordingly the Senior Manager had furnished details of two casual workers including the workman. It is reported in Ext. W1 that the workman had worked in Kothamangalam branch from 27-09-1993 till the date of reporting on 16-03-1994. At the foot of Ext. W1 it is noted that the worker was being engaged giving him a break after 80 days' work. Ext. W5 is a letter of Sr. Branch Manager of Alwaye branch addressed to the Assistant General Manager regarding engagement of temporary employees. The details of engagement was attached to Ext. W5 letter in a prescribed format. It is mentioned in the letter that the workman was also engaged for certain different periods other than mentioned in the format, but payments were made in different names and hence those days are not included in the format. As per the format the worker was engaged in Alwaye branch from 23-06-1998 to 05-04-2001 for 482 days. Out of this the engagement from 01-11-1999 to 05-04-2001 is for 410 days and it is continuous service without break. Moreover, it is admitted in the letter that the worker had worked during other periods also but payments were made in different names. Therefore that period is not counted while furnishing particulars in the format. Thus the workman was working continuously for

more than 240 days in an year. The workman had called for certain documents from the management and the management was directed on 21-02-2007 to produce the documents or file affidavit. The management produced three documents out of nine documents called for and undertook to produce the remaining documents as and when they are traced out by concerned branches or file affidavit. But the remaining documents are neither produced nor an affidavit is seen filed. No specific contention is taken in the written statement regarding date of disengagement. Even after Ext.W5 the worker continued to work in Alwaye branch. Thus the evidence both oral and documentary go to show that the workman was engaged prior to his termination on 07-10-2002 continuously for a period of more than 240 days during a period of one year. If so, prior to termination of his service he has to be given a notice as contemplated under Section 25-F of I.D. Act as well as compensation. Section 25-F reads :—

“25-F. Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay (for every completed year of continuous service) or any part thereof in excess of six months.”

Continuous service is defined in Section 25-B and the relevant portion is 25-B(2)(a)(ii).

“25-B (2). Where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—

- (a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i)

(ii) two hundred and forty days, in any other case.”

6. Notice or wage in lieu of notice has to be given before termination. Subsequent compliance is not enough. Admittedly no notice or compensation was given before termination. Thus S.25-F of I.D. Act is violated and the termination is illegal.

7. Point No.2:- Since the management has not complied with S.25-F of I.D. Act and since the termination is illegal the workman is entitled to be reinstated in service in the same status as casual employee with back wages from the date of termination.

In the result an award is passed finding that the action of the management in terminating the service of Sri. Christopher P.P. is illegal and unjustified and he is entitled to be reinstated as casual employee with back wages from the date of termination on 07-10-2002.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 18th day of June, 2009.

P. L. NORBERT, Presiding Officer

Appendix

Witness for the Workman

WW1 - 21-04-2008—Christopher.

WW2 19-08-2008—Giji Abraham.

WW3—17-10-2008 V.M.Rajan.

Witness for the Management - Nil.

Exhibits for the Workman.

W1 - Photocopy of the circular dated 16-03-1994 of the management.

W2-Photocopy of the minutes of structured meeting held between the management and the representatives of Bank of Baroda Staff Union held on 09-01-1998.

W3-Photocopy of the communication dated 06-11-1998 addressed by Senior Manager of Alwaye Branch to the Post Master, Head Office, Alwaye.

W4-Photocopy of the circular dated 19-06-2001 of the management.

W5-Photocopy of the covering letter dated 17-07-2001 and the filled up format.

W6-Photocopy of the representation dated 09-06-2002 of the workman.

W7-Photocopy of the statement submitted by the workman before the conciliation officer.

W8 -Photocopy of the counter filed by the management before the conciliation officer.

W9-Series - True copies of the reply filed by workman before the conciliation officer.

Exhibit for the Management -Nil.

नई दिल्ली, 2 जुलाई, 2009

का.आ. 2053. -औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बरेली कोरपोरेशन बैंक लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार

औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 16/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-7-2009 को प्राप्त हुआ था।

[सं. एल-12012/50/99-आईआर (बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 2nd July, 2009

S.O. 2053.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.16/99) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the Management of Bareilly Corporation Bank Ltd. and their workmen, received by the Central Government on 02-07-2009.

[No. L-12012/50/99-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : N. K. PUROHIT, Presiding Officer

I.D. No. 16/1999

Ref. No. L- 12012/50/99- IR (B-I) dated: 03-08-1999

BETWEEN

Shri Pyare Lal S/o, Shri Babu Ram R/o. 357 Siklapur Nr. Bana Magal Das Mandir Distt. Bareilly (U.P.)-243001

AND

The Chairman, Bareilly Corporation Bank Ltd., Central Office, 129- D, Civil Lines, Bareilly (U.P.)-243001

On amalgamation in Bank of Baroda, represented through:

The Chief Manager, Bank of Baroda (EBCBL) Amalgamation Cell, C/o 129-D, Civil Lines Bareilly :

AWARD

18-06-2009

1. By order No. L-12012/50/99-IR (B-I) dated: 03-08-1999 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred

this industrial dispute between Shri Pyare Lal, S/o. Shri Babu Ram, R/o. 357 Siklapur, Nr. Bana Magal Das Mandir, Distt. Bareilly and the Chairman, Bareilly Corporation Bank Ltd. Central Office, 129 -D, Civil Lines, Bareilly, through Chief Manager, Bank of Baroda, (EBCBL), Amalgamation Cell, C/o. 129-D, Civil Lines, Bareilly for adjudication.

The reference under adjudication is :

"Whether the action of the management of Bareilly Corporation Bank Ltd. in terminating the services of Shri Pyare Lal, Ex-Cashier in charge w.e.f. 30-6-98 by way of retirement on superannuation is just and legal? If not, what relief he is entitled to and from what date?"

3. Before advertent to discuss merit of the case, it is appropriate to mention that Bareilly Corporation Bank Ltd. has since been amalgamated with the Bank of Baroda. Under the order of the Tribunal, Bank of Baroda was substituted and treated as employer. Parties did not raise any dispute in this matter and the Bank of Baroda, treating itself, successor-in-office of the Bareilly Corporation bank, contested the present case.

4. The case of the workman in brief, is that he was initially appointed in Bareilly Corporation Bank Ltd. as Sub-Staff w.e.f. 19-9-1957. He was promoted to the post of Cashier-cum-Godown Keeper w.e.f. 11-2-1982. At the time of initial appointment, Form No. 63, duly filled and signed by him was submitted to the Bank. He claims that his date of birth i.e. 3-6-1941 was noted in the said Form 63 submitted at the time of entry in service. He however, on 5-10-1979 advertantly mentioned his date of birth i.e. 3-6-1938, in place of 3-6-1941 in application seeking promotion. On coming to know the said mistake, he submitted applications dated 24-10-79, 09-11-79 and 28-6-1982 to the Central Office to make necessary correction and treat his date of birth as shown in Form 63 i.e. 3-6-1941. The management, instead of acknowledging his request, for correction in date of birth, treated his date of birth to be 3-6-1938. Accordingly, he was superannuated w.e.f. 30-6-1998, and thereby forfeited his three year service tenure, causing pecuniary losses to him. Reinstatement with back wages from the date of illegal superannuation is being claimed in this adjudication.

5. The management has refuted claims of the workman by stating that his correct date of birth is 3-6-1938 and the workman, also admitted this fact in his several applications filed with the Bank. The management, however, concedes that Form 63, submitted at the time of initial appointment is not traceable in the office, and 3-6-1938 was taken to be correct date of birth as per admission of the workman. It needs emphasis that the management has not denied loss of Form 63. It is conceded that entries in Form 63 are taken to be final and irrevocable, but in the instant case, the date disclosed by the workman in application dated 5-10-1979 was taken to be correct. There is no material on record to indicate that the management made any inquiry to correct date of birth. It is also not disputed that correction was sought by the workmans

during the service and objection was raised against superannuation notice.

6. Both the parties filed a number of documents, in support of their respective cases & adduced oral evidence. This Tribunal after hearing the learned representatives of the both the parties and appreciating entire evidence on record passed its Award dated 28-2-2001, which reads as under:

(i) that the workman is entitled to reinstatement on the last post held by him;

(ii) that he is also entitled to wages of the last post, less the amount drawn towards retiral benefits.

7. Aggrieved from the award dated 28-2-2001, the management of the Bank of Baroda preferred an appeal before Hon'ble High Court, Allahabad in Civil Misc. Writ Petition No. 26079/2001 between Bank of Baroda and Pyare Lal & another. Hon'ble High Court, Allahabad vide its order dated 9-4-2002 disposed of the said petition as under:

"In the circumstances, I am of the opinion that finding recorded by labour court, although a finding of fact, suffers from error of law and also failure to examine the evidence led by the parties fully and therefore the same has to be remanded for being decided afresh by the labour court.

Learned counsel representing the workman has relied upon a decision of this Court dated 23-2-1996 in Writ Petition No. 10583 of 1995, UPSEB v/s. Presiding Officer, Labour Court for the proposition that service record is best evidence for date of birth of an employee and if the employer has not produced the service record the adverse inference can be drawn. The proposition can be true only if non-production of record is not satisfactorily explained. Once it has been stated by the employer that relevant service record that is form-63 has been lost, I am of the opinion that no adverse inference can be drawn due to non-production of records, unless a finding is recorded that plea of loss was not bonafide but was only an excuse for non-production of the material.

In the circumstances, the writ petition succeeds and is, accordingly, allowed. The impugned award is quashed. The matter is remanded back for reconsideration."

8. On remand, the case was revived on its original number, calling upon the parties to lead their additional documentary and oral evidence. Accordingly, both the sides have filed certain additional documents.

9. The workman, vide list dtd. 29-10-99 (5/3) filed photo copies of 13 documents mentioning therein including various applications submitted by him regarding promotion retirement and said to be given for correction in his date of birth. Again he filed photo copies of 7 additional documents mentioned in list dtd. 26-4-2000(8/1). Subsequent to this vide application dtd. 29-8-2000(9/4) he filed copies of 3 additional documents i.e. application dtd. 21-2-83, 9-12-83 (19/5) and 22-12-83(9/7). Vide application dtd. 3-10-2000(10/1) he filed the copies of arrears sheets for the period 1-11-92 to 30-4-95. Alongwith the affidavit

dtd. 19-10-2000(11/1), he filed copy of a blank Form No. 63, transfer report as annexure I & II and vide application dtd. 16-11-2000(12/3) filed 12 documents some of them said to be original documents, the photo copies of which were filed earlier.

10. The management vide its list dt. 31-1-2000 (15/1) filed photocopies of 19 documents as per detailed mentioned therein. Again vide application dt. 14-2-2000 (16/1) filed copies of applications of workman dtd. 21-2-87 (19/2) and 24-8-87 (16/2) submitted for promotion and application of Sri Akhil Kumar Kapoor. Vide list dtd. 25-2-2000 (17/1) filed copies of the information list of clerical staff. Vide application dtd. 30-6-2000 (18/2) filed copies of the application dtd. 9-12-83 (19/5) and 15-3-84 (92/4). Vide application dtd. 16-11-2000 (12/3) filed applications of the workman dtd. 21-2-87 (92/6), 24-8-85 (92/3), 9-12-83 (18/3) and 15-3-84 (92/4). Vide list dtd. 31-7-02 copy of the letter dt. 6-7-2001(21/3) of Asstt. Provident Fund Commissioner, Bareilly was filed and vide application dtd. 21-1-2003 copy of the declaration and nomination of the workman under the EPF scheme was filed.

11. Thus, both the sides have filed number of documents in support of their respective cases most of them are photocopies and some of them are common. The workman has produced following documents in support of his alleged date of birth;

(A) Photo copies of application dtd. 15-3-84 (92/4)

Photocopy of application dtd. 24-8-84 (92/3)

Photocopy of application dtd. 21-2-87 (92/6)

Photocopy of application dtd. 17-2-88 (5/4)

Photocopy of application dtd. 28-7-88 (92/15)

Photocopy of application dtd. 29-7-88 (5/5)

Wherein in column of date of birth he has either mentioned as per office record or as submitted him.

(B) Photocopy of application dtd. 8-12-89 (5/6),

Photocopy of application dtd. 29-12-92 (5/7)

Photocopy of application dtd. 13-9-94 (5/14)

Photocopy of application dtd. 04-10-95 (5/8)

Wherein in the column of his date of birth it has been mentioned that Karmchari Bharti Karne se sambandhit form no. 63 ke column 4A & B mai darz hai.

(C) Photocopy of application dtd. 9-11-79 (5/10)

Photocopy of application dtd. 28-6-82(5/13)

Photocopy of application dtd. 29-7-83 (8/5)

Photocopy of application dtd. 19-4-84 (8/6)

Photocopy of application dtd. 29-6-85 (8/7)

The above applications have been said to be submitted by the workman for correction of his date of birth.

(D) Photo copy of arrear sheet for the period 1-11-92 to 30-4-95 (10/2 to 10/5) wherein date of birth of the workman has been mentioned as 3-6-1941. Copy of the transfer report

of the workman wherein date of birth of the workman has been shown as 3-6-1941.

(E) Photo copies of letter of the bank regarding updation of LFC with reference to circular dtd. 19-12-1996 wherein date of birth is mentioned as 3-6-1941.

(F) Photo copies of application dtd. 4-10-95 regarding posting as Head Cashier category C wherein in column of his date of birth has been mentioned according to column no. 4A & B of Form No. 63—3-6-1941 (5/8).

(G) Photo copies of nomination form in respect of workman wherein column of date of birth it has been mentioned as noted in Form No. 63 column 4A & B (13/11).

12. The management has filed following documents in support of their version that date of birth of the workman as per record is 3-6-1938.

(A) Photo copy of the application of the workman dtd. 19-11-82 wherein in the column of his date of birth it has been mentioned Pradhan Karayalaya mai darz hai (15/2) Ex. M1/A2.

(B) Photo copy of the application of the workman dtd. 23-12-82 wherein in the column of his date of birth it has mentioned noted in Head Office records (13) Ex. M2/A2.

(C) Photo copy of the application dtd. 2-9-83 wherein in the column of his date of birth it has been mentioned as per Head Office record (15/4) Ex. A3.

(D) Photo copy of the application of the workman dtd. 5-10-79 wherein the column of his date of birth, his date of birth is mentioned is 3-6-1938 (15/5) Ex. M3/A4.

(E) Photo copy of EPF nomination form dtd. 10-12-75 in respect of the workman wherein in column of his date of birth nothing has been mentioned (15/6) Ex. A5.

(F) Photo copy of letter of the bank regarding representation dtd. 3-6-98 wherein it has been mentioned that as per bank's record his date of birth is 3-6-38 (15/8).

(G) Photo copy of the application of the workman for promotion dtd. 21-2-87 wherein in the column of his date of birth it has been mentioned as per submitted by me (19/2 & 16/2) Ex. M6.

(H) Photo copy of application dtd. 9-12-83 of the workman wherein in the column of his date of birth it has been mentioned as 3-6-38 (18/3 & 19/5) Ex. M5.

(I) Photo copy of retirement notice dtd. 3-12-97 from the bank to the workman that he will be superannuated on 3-6-98 (15/10).

(J) Photo copy of seniority list dtd. 8-6-84 (15/11 to 15/25) wherein the date of birth of the workman has been shows as 3-6-38.

(K) Photo copy of modified seniority list dtd. 13-6-84 (15/26 to 15/38) wherein the date of birth of the workman has been shows as 3-6-38.

(L) Photo copy of information list of clerical staff in the bank wherein the name of the workman is at serial no. 116 and his date of birth has been mentioned as 3-6-38 (17/2 to 17/15).

(M) Photo copy of EPF nomination form in respect of workman wherein his date of birth is mentioned as 3-6-38 (22/38).

13. The workman has examined himself whereas the management of the bank has examined Om Prakash, Peon, EPF Office, Bareilly, S. K. Shankhdhar, Branch Manager, Shri C.L. Gautam, Enforcement Officer, Office of the EPF Commissioner, Bareilly in support of their respective cases.

14. Heard learned representatives of both the sides and perused relevant material on record.

15. The learned representative on behalf of the workman has contended that at the time of initial appointment, the workman had declared his date of birth as 3-6-41 but subsequently in application seeking promotion, he inadvertently mentioned his date of birth as 3-6-38. He has further contended that instead of mentioning the year of birth 1941, the workman had mistakenly mentioned his age at that time i.e. 38 years, as year of his date of birth. Later on he submitted applications dtd. 24-10-79, 9-11-79 and 28-6-82 to correct the said date of birth but without considering his applications, the services of the workman have been terminated. The learned representative has further contended that the entries in the Form No.63 regarding date of birth are final but the management has deliberately not produced the same therefore an adverse inference should be drawn against the management. If, Form No.63 was not available, the management could sought proof from the workman regarding his date of birth or could got him medically examine for determination of his age. He has further contended that at the time of his initial appointment in the year 1957, the workman was 16 years old and there was no policy or rules as regard any bar against the employment of any person below the age of 18 years. Moreover, the persons named in the statement of claim were also below the age of 18 years at the time of their respective appointment. He has also contended that from the Transfer Form and statement of arrears and other documentary evidence filed by the workman it is evident that his date of birth as per record of the bank is 3-6-1941. He has also contended that the seniority lists filed by the management side are not genuine. The columns in the list are incomplete and the date of birth mentioned in the said list as 30-06-38 which is not correct as per version of the management also, therefore, the above seniority list can not be relied upon.

16. The learned representative has placed his reliance on following case laws ;

1. 1991 (62)FLR page 780 Allahabad High Court Nalini Ranjan Vidyarthi and The Chairman, Life Insurance Corpn. of India and others.

2. 1991 (63) FLR Allahabad High Court page 76 R.S.Mehrotra and Central Government Industrial Tribunal and another.

3. 2000 (87) FLR Allahabad High Court page 278 Prem Singh and Engineer in Chief, P.W.D., Lucknow and others.

4. 1991(62)FLR Allahabad High Court page 54 Shree Nath, Line Man and Executive Engineer, H.Q. Electricity Urban Distribution Circle, U.P. State Electricity Board Allahabad.

5. 2003 (96) FLR 178 SCC State of M.P. and others and Mohanlal Sharma.

6. 2003(98) FLR SCC 891 State of U.P. and others and Smt. Gulaichi.

17. Per contra, the learned representative on behalf of the management has urged that Form NO.63 is not available in the record of the erstwhile BCBL. It appears that the workman himself has taken away the said Form to get the benefit of service on the basis of his wrongly alleged date of birth i.e. 3-6-1941. He has further urged that the workman in application seeking promotion has admitted his date of birth as 3-6-1938. Subsequent applications said to be given for correction of the said date of birth, were never received by the bank. Moreover, the applications dtd. 24-10-79 and 9-11-79 bear neither stamp nor signature pertaining to receipt and the stamp and initial on application dtd. 28-6-1982 are not genuine. He has further urged that the transfer form and other statements of arrears have not been issued by the Head Office. Even if, any wrong date of birth has been mentioned in the said documents or manipulated by the workman, it can not be taken as conclusive proof regarding date of birth of the workman. He has further urged that at the time of initial appointment in the year 1957, the workman had completed 18 years whereas from the date of birth as alleged by him i.e. 3-6-1941, his age was only 16 years & 3 months only thus, he was minor as such he was not eligible for service. He has also contended that other employees below 18 years were never appointed in the bank. He has also urged that it is evident from the office record of Asstt. Provident Fund Commissioner that workman's date of birth is 3-6-38. The workman has deliberately in various applications submitted by him from time to time did not mention his date of birth and instead date of birth, he has malafidely mentioned in the column of date of birth "as per record of the Head Office" or as mentioned in Form No.63. He has further urged that if, the workman came to know about his alleged mistake in date of birth in the year 1979 why he did not agitate that matter for a long period of 19 years and raised the above issue only after he received notice for his retirement in the year 1997. In support of his contentions he has relied on ;

1[2002(93)FLR 223] (Cal.HC) Rabindra Nath Banerjee and Union of India vs. others.

2. 2002(92) FLR 773 State of Uttranchal vs. Pitambar Dutt Semwal

18. I have given my thoughtful consideration on the

rival submissions made by both the sides and scanned the relevant material on record.

19. Admittedly, the workman was appointed as sub staff on 19-9-1957 and at the time of his initial appointment a declaration Form i.e. Form No. 63 had been filled by him which is taken to be final as regard date of birth of the concerned employees. The management has conceded that said Form No.63 is not traceable.

20. It is also not disputed that vide notice dt. 3-12-1997 (15/10) the workman was informed during service period that on the basis of the Bank's record he would be retired w.e.f. 30-6-1998. The representation dt. 03-02-1998 against the said notice wherein the workman requested not to retire him on the above date as his date of birth is 3-6-1941, was rejected by the management vide its letter dated 14-5-1998 stating therein that his date of birth as per Central office record, is 3-6-1938 and ultimately he was retired w.e.f. 30-6-1998.

21. From perusal of the reference under adjudication, it is evident, that the workman has challenged the validity of the action of the management of BCBL in terminating his services w.e.f. 30-6-1998 by way of retirement on superannuation on the basis of date of birth as 3-6-1938 instead of his alleged date of birth 3-6-1941

22. Thus, the question which however, arises for consideration is, as to what date should have been taken for superannuation of the workman i.e. 3-6-1938 or 3-6-1941 if the workman's version is correct, his superannuation should have been on 30-6-2001 instead of 30-6-1998.

23. The workman has stated that management has deliberately not produced those documents in its possession, which contain the correct entry of his date of birth i.e. 3-6-1941. In his cross-examination he has stated that the copy of the said Form No. 63 was not given to him. In rebuttal, the management witness Sh. S.K. Shankdhar has stated that the workman was retired from the BCBL on 30-6-1998 and the said Bank is no more in existence after amalgamation with Bank of Baroda in the year 1999. He has further stated that all efforts have been made to search out the said Form but failed. The Form No. 63 of the workman is not traceable in the records of erstwhile BCBL. It appears that the workman in collusion has misplaced or taken away the said Form from the record of BCBL for wrongful gains. In reply to the question whether any FIR was lodged or enquiry was initiated for allegedly lost Form No. 63, he has shown his ignorance but nothing has come in his cross on the basis of which inference may be drawn that the management of the Bank despite having possession of the said Form, had not produced it therefore, no adverse inference can be drawn that it would have gone against its contention as regard date of birth of the workman. The matter, however, would differ where despite availability of the Form No.63, the same is withheld. Moreover, it is not believable that the management would have deliberately withheld the Form No.63 and had retired the workman on the basis of date of birth not mentioned in the record of the Bank without any reason for the same. The explanation

given by the management for its inability to produce the Form No. 63 seems to be plausible & bonafide. In view of the above no adverse inference can be drawn against the management merely on the ground that it has failed to produce the above document.

24. Admittedly, the workman in his application dated 5-10-1979 (Ex.M3) for seeking promotion has mentioned his date of birth as 3-6-1938 but the workman has stated that he had inadvertently mentioned his date of birth as 3-6-1938 in place of 3-6-1941 and subsequently, he had submitted applications dated 24-10-1979, 9-11-79 & 28-6-1982 to the Central Office to make necessary correction and treat his date of birth i.e. 3-6-1941 as mentioned in Form No.63. But the workman in his cross examination has admitted that in his application dated 24-10-1979 & 9-11-79 said to be submitted for correcting his date of birth, there is neither signature nor any stamp regarding receipt of the said applications in the Bank. He has denied that stamp on the application dated 28-6-82 has been put later on but he has admitted that he has not produced carbon copy of the said application. The management witness has stated that Bank had not received above applications of the workman regarding correction of his date of birth.

25. The management witness Sh. S.K. Shankhdhar has stated that the workman applied for his promotion vide applications dated 5-10-79, 21-2-87, 24-8-85, 9-12-83 & 15-3-84 wherein he had mentioned his date of birth as 3-6-1938. He has further stated that the workman attained the age of superannuation as on 3-6-1998 after completing 60 years of age as such the Bank has correctly retired him w.e.f. 30-6-1998. He has also stated that the Bank has not received any application of the workman for correction in his date of birth and the Bank has never accepted the correction in the date of birth of the workman nor ever intimated that the date of birth has been corrected.

26. Upon a perusal of the applications dt. 24-10-79, 9-11-79 said to be submitted by the workman for correction of his date of birth wrongly mentioned by him in his earlier application dt. 5-10-79, it reveals that said applications bear neither signature nor any stamp regarding receipt of the same in the Bank's central office. The management witness has denied this fact that any application for correction of date of birth was ever given by the workman and there is no cross examination on the above point. Besides this the workman has not produced carbon copy of the applications dated 28-2-82. The workman has also failed to prove the initials on the application dt. 28-2-82 said to be done regarding receipt of the application in the Bank. It appears that the workman has tried to create evidence as regard retracting his admission of date of birth as 3-6-1938 in his application dt. 5-10-79.

27. Apart from this the workman has admitted in his cross examination that applications dated 19-11-82 Ex.M 1, dated 23-12-82 Ex.M2 & dated 2-9-83 Ex.A3 bear his signatures. In said applications instead of mentioning his date of birth in the relevant column the workman has

mentioned "as mentioned in the Form No. 63 or "as mentioned in the Central Office." The management witness Sh. S.K. Shankhdhar has alleged in his statement that the workman with the object of doing fraud deliberately did not mention his date of birth in his applications dated 19-11-82, 23-12-82 & 2-9-1983 to advance wrongful gains.

28. It is unbelievable that the workman had inadvertently mentioned year of birth 1938 instead of 1941 in his application dt. 5-10-79. The details of various applications and other documents have been given in para 2 to 11. Wherein, instead of mentioning date of birth in relevant column the workman had mentioned either "Central office me darz hai" or Form No. 63 ka column, No.4 A & B main darz hai". But, instead of writing date of birth in the relevant columns, mentioning as per Central office record is very unusual conduct of the workman. In natural course of conduct no body who knows his date of birth, would make such endorsement in the relevant column for date of birth. When he was knowing his date of birth mentioned in the Form No. 63 there was no reason for not mentioning the same in the said applications. It is also pertinent to note that the workman has not produced any document prior to application dt. 5-10-79 wherein he had mentioned his date of birth as 3-6-1941 or wherein he had made such endorsement. It is evident from the record produced by him that only after submitting the above application dt. 5-10-79, he had not mentioned his date of birth in the relevant column. Further the workman has stated that the then manager said him to write "as per central office" instead of mentioning his date of birth but his above statement is also not acceptable. It is also not believable that any manager would suggest not to write date of birth in the relevant column despite knowing the same. Thus, it appears that the workman deliberately did not mention his date of birth in relevant column with ulterior motive.

29. The workman has admitted that at the time of his initial appointment in the year 1957 he was 16 years old and at that time there was no bar in giving employment to person below 18 years. He has not produced or referred any relevant rules or policy in this regard. He has mentioned certain names in his statement who were said to be below 18 years at the time of initial appointment in the Bank. But to substantiate his statement he has neither produced any witness nor any record whereas the management witness Sh. S.K. Shankhdhar has denied this fact that Sh. Virendra Tandon, Upendra Nath Misra etc. were minor at the time of their appointment in the Bank. He has further stated that details of other persons mentioned by the workman could not be verified, as the record is very old. Their particulars or name are not available in the records of past 20 years.

30. In this regard evidence does not need appreciation, as the legality of appointment is not under scrutiny. The considerations required to be confined only on those documents, which show date of birth. However, the age of the workman at the time of initial appointment is relevant to this extent that had he mentioned his date of

birth as 3-6-1941 at the initial appointment, he would not have been appointed being minor at the relevant time i.e. year 1957. In view of this the preponderance of probability is in favour of the management version that the date of birth of the workman is 3-6-1938.

31. The workman has produced copies of Transfer Report (13/6) and arrear sheets for the period 1-11-92 to 30-4-95 wherein the date of birth has been mentioned as 3-6-1941. The management witness has stated that above papers do not bear the signature of any authorised person like General Manager or officers of the establishment section of the Head Office of BCBL. These papers belong to the branch where the applicant has got manipulated and they are not authentic. He has further stated that his date of birth was not mentioned in Transfer Report. The Personal Manager of Binawar branch has certified in his letter that the applicant was transferred from Badaun branch to his branch and in transfer report date of birth was not mentioned by the Branch Manager of Badaun and it was mentioned "as recorded in central office". The aforementioned letter has been filed by the management. He has also alleged that the copy of the transfer report had never given to the workman by Manager of the Bank. It appears that somehow the workman has taken away the transfer report & date of birth has been forged by him.

32. The documents statements of arrear & Transfer Report produced by the workman are belonging to Branch Office. The workman has not produced any record of Head Office showing his date of birth as 3-6-1941. If above date has been mentioned in Branch Office record no conclusion can be derived that the date mentioned in Branch Office documents should have been taken as date mentioned in the record of Head Office. Moreover, the management has produced seniority list issued by head office wherein his date of birth is mentioned as 3-6-1938. The workman has taken promotion on the basis of said seniority list he has alleged but failed to prove that said seniority list is forged. He has not produced any copy of the seniority list, which according to him is correct & on the basis of which he got promotion.

33. To substantiate its case the management has produced the copy of the declaration and Nomination Form dated 10-12-1975 Ex. A 5, which had been filled by the workman under EPF Scheme 1952. The date of birth of the workman mentioned therein is 3-6-1938. The workman has admitted his signature on the Nomination Form. In cross-examination he has stated that no date of birth is mentioned in exhibit A5 form & he has given reason for not filling the date of birth at the time of filling the form as under :

मुझे अपनी जन्मतिथि जो अभिलेखों में अंकित थी, नहीं मालूम और कार्यालय ने भी बताया नहीं इसलिए भरा नहीं गया।

34. The above explanation of the workman is not plausible. As per his own version, he had filled his date of birth in Form No. 63, therefore, his statement that he was not

knowing date of birth mentioned in the record is not acceptable, moreover, this explanation is also not acceptable that since management did not inform him, his date of birth, it was not mentioned. The workman is supposed to know his date of birth, which he had declared at the time of initial appointment. It was not obligatory on the part of the management to inform him his date of birth recorded in his record.

35. The management has examined Sri C.L. Gautam, Enforcement Officer, Provident Fund Commissioner Office Bareilly and at the time of his examination original record of the P.F. account of the workman was also produced in the Tribunal. He has stated that nomination form had been filled by the workman & his date of birth therein is 3-6-38. When form was received, all the columns were already filled. In cross examination he has stated that in the column of date of birth there is tick mark and ink of the tick mark and other entries is same. He has further stated that ink of the date of birth mentioned therein is different from the ink from the other entries but he has also stated that in case entries of any form is found to be unfilled, the office does not accept such form. Upon a perusal of the Nomination form it appears that entries in column of the date of birth and address of the nominee in different ink. It can not be believed that entries in the nomination Form of the workman have been made in back of the workman in the office of PF Commissioner with a motive to retire the workman earlier than the date of superannuation as claimed by the workman.

36. The workman has submitted copy of LFC dated 19-10-96 exhibit A6 wherein his date of birth has been mentioned as 3-6-1941. But the workman has admitted in his cross examination that entries in the above document were made by him whereas in his earlier applications submitted by him instead of mentioning above date of birth in the relevant column he had mentioned "as per Central Office Record" or "as mentioned in Form No. 63 therefore, if he himself has mentioned his date of birth as 3-6-1941, it cannot be presumed that management has accepted the same as correct date of birth.

37. In 2002(93)FLR 223 cited by the learned representative on behalf of the management, question of wrong recording of the date of birth in the service book was under consideration and this fact came to the notice of the petitioner in the year 1983 Hon'ble Calcutta High Court observed that since 1982 petitioner waited till he was retired on 1-1-1997, no amount of explanation can absolve the delay and laches for this long 15 years that too after his retirement. In 2002(92) FLR 773 the respondent took plea that date of birth was wrongly recorded. He joined service in 1964 and his service book was prepared in 1965. On receipt of the notice of retirement, the appellant made a representation to correct it Hon'ble Apex Court observed that plea and prayer to correct the age was highly belated nearly 30 years after the service book was prepared in therefore provisions of Rule of the U.P. Recruitment Service (Determination of the Date of Birth) Rule, 1964 can not be ignored even otherwise in the facts of the case there was

no occasion for the High Court to have inference with the decision of the appellant department.

38. In present case as stated earlier the workman has admitted his date of birth as 3-6-38 in his application dated 5-10-79 and it is not proved that alleged applications dt. 24-10-79, 9-11-79 and 26-2-82 were ever received by the management. As per version of the workman he had mentioned wrong date of birth in his application in the year 1979, but he has failed to explain why he waited till he received notice regarding his retirement dt. 3-12-95. He has failed to render any satisfactory explanation for delay for these long 19 years.

39. The learned representative on behalf of the workman has cited case laws 1991 (62) FLR 781 & 1991 (62) FLR 52 in support of his contentions that the management has retired the workman considering his date of birth as 3-6-1938 without considering his representation & giving opportunity of hearing. In 1991 (62) FLR page 781 the date of birth of the concerned employee was changed without hearing him, therefore, Hon'ble Allahabad High Court observed that alteration of date of birth without giving reasonable opportunity of being heard can not be sustained. In 1991(62) FLR p. 54 the representations submitted by the petitioner was not considered & without hearing his order of retirement was passed therefore, Hon'ble All India H.C. observed that it violated the principle of natural justice but in the present case prior to his retirement a notice was given to the workman & after considering his reply he has been retired. Thus, there is no violation of principle of natural justice. The facts of the other case laws were also different. In 1991 (63) FLR page 76 the petitioner was retired on the basis of date of birth mentioned in his service record during service the petitioner passed high school and his high school certificate bears another date of birth in such circumstances Hon'ble Allahabad High Court observed that documents which came in existence subsequently can not be relied. In 2000 (87) FLR 278 the date of birth initially entered in service record was 15-7-39 and over writing and interpolation was evident to naked eyes. Thus Court accepted initial entered date of birth as correct. In 2003 (96) FLR 178 SCC Hon'ble Supreme Court has observed that the date of birth as recorded in matriculation carries a greater evidential value than the certificate of head master. But in the present case matter is neither pertaining to interpolation in the date of birth in Form No. 63 nor alteration in the date of birth on the basis of any school record.

40. In 2003 (98) FLR 891 SCC Hon'ble Apex Court has observed that :

"Normally in public service, with entering into the service, even the date of exit, which is said as date of superannuation or retirement, is also fixed. That is why the date of birth is recorded in the relevant register or service book, relating to the individual concerned. This is a practice prevalent in all services, because every service has fixed the age of retirement, it is necessary to maintain the date of birth in the service records. But, of late a trend can be

noticed, that many public servants, on the eve of their retirement raise a dispute about their records, by either invoking the jurisdiction of the High Court under Article 226 of the Constitution of India or by filing applications before the concerned Administrative Tribunals, or even filing suits for adjudication as to whether the dates of birth recorded were correct or not.

Hon'ble Apex Court further observed that :

" Unless a clear case on the basis of materials which can be held to be conclusive in nature, is made out by the respondent and that too within a reasonable time as provided in the rules governing the service, the Court or the Tribunal should not issue a direction or make a declaration on the basis of materials which make such claim only plausible. Before, any such direction is issued or declaration made, the Court or the Tribunal must be fully satisfied that there has been real injustice to the person concerned and his claim for correction of date of birth has been made in accordance with the procedure prescribed, and within the time fixed any rule or order. If no rule or order has been framed or made, prescribing the period within which such application has to be filed, then such application must be within at least a reasonable time. The applicant has to produce the evidence in support of such claim, which may amount to irrefutable proof relating to his date of birth. Whenever any such question arises, the onus is on the applicant, to prove about the wrong recording of his date of birth, in his service book."

41. In the light of above legal proposition the burden was on the workman to set out the grounds to challenge the validity of his retirement on 30-6-1998 & to prove that action of the management was not just & legal & to make out a clear case on the basis of materials conclusive in nature to establish that his date of birth should have been considered as 3-6-1941 for the purpose of retirement on superannuation.

42. In present case the workman has not been able to prove his case on the basis of oral and documentary evidence adduced by him that his date of birth is 3-6-1941, thus, the action of the management in terminating his services w.e.f. 30-6-98 by way of retirement on superannuation was unjustified.

43. In view of the above discussions, since the workman has failed to establish that his date of birth is 3-6-1941, the action of the management retiring him on superannuation w.e.f. 30-6-98 considering his date of birth as 3-6-1938 is just & legal therefore, the workman is not entitled for any relief claimed by him.

44. The reference under adjudication is answered accordingly.

45. Award as above.

Lucknow

18-06-2009

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 6 जुलाई, 2009

का. आ. 2054.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार काथोलिक सीरीयन बैंक लिमिटेड प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, एरनाकुलम के पंचाट (संदर्भ संख्या 17/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-2009 को प्राप्त हुआ था।

[सं. एल-12011/4/2007-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 6th July, 2009

S. O. 2054.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/2007) of the Central Government Industrial Tribunal-Cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the management of the Catholic Syrian Bank Limited and their workmen, received by the Central Government on 6-7-2009.

[No. L-12011/4/2007-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P.L. Norbert, B.A., LL.B., Presiding Officer
(Friday the 26th day of June, 2009/5th Asadha, 1931)

I.D. 17/2007

Union : The General Secretary
Catholic Syrian Bank Staff Association,
Kalliyath Royale Square, Palace Road,
Thrissur-680 020.

By Adv. Ashok B. Shenoy

Management : The Chairman,
The Catholic Syrian Bank Limited,
St. Mary's College Road,
Thrissur-680 020.

By Adv. M/s. Krishnan Associates

This case coming up in Adalat on 26-06-2009, this Tribunal-cum-Labour Court on the same day passed the following.

AWARD

This is a reference made under Section 10 (1)(d) of Industrial Disputes Act.

2. When the matter came up for adjudication the parties expressed their willingness for a settlement. And when the case was taken up in Adalat. After many rounds of discussions the dispute was finally settled in the Adalat through an agreement signed by the parties.

In the result an award is passed in terms of the agreement and the same will form part of the award.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 26th day of June, 2009.

P. L. NORBERT, Presiding Officer

Appendix-Nil

IN THE CGIT-CUM LABOUR COURT, ERNAKULAM

ID. No. 17/2007

After prolonged discussion in Adalat for a settlement, the parties finally reached an agreement in the following terms :

1. Regular employment in sub-staff cadre will be given to the Tiny Deposit Collectors who are below the age of 50 years as on 1-1-2009, They will be appointed as sub-staff in the starting basic pay as applicable to the cadre w.e.f. 1-7-2009;

2. All other Tiny Deposit Collectors who have attained the age of 50 years as on 01-01-2009, will be allowed to retire voluntarily and will be paid a special financial package of 20 day's average commission paid per month for their left over service commencing from 1-7-2009 till the prospective date of their retirement on attaining the age of 60 years ;

3. All Tiny Deposit Collectors will be paid compensation of 20 day's average commission paid per month for the period from 1-2-2007 to 30-6-2009. While paying the compensation for the period from 1-2-2007 to 30-6-2009, commission already paid to the Tiny Deposit Collectors based on the deposits collected by them during the period will be set off against the proposed compensation;

4. 'Average Commission' paid for the purpose of computing the compensation will be determined based on the average of the commission paid for the period of six months from August, 2006 to January 2007;

5. Amount of gratuity eligible to the Tiny Deposit Collectors for the services rendered by them as Tiny Deposit Collectors based on the 15 day's average commission paid for each year of service rendered by them from the date of commencement of the services will be paid to them;

6. All pecuniary benefits of the Tiny Deposit Collectors who will be given regular employment in sub-staff cadre, for their services as Tiny Deposit Collectors will be settled as on 30-06-2009 and they will not be entitled to claim any benefit other than those mentioned above for the services rendered by them as Tiny Deposit Collectors, in future;

7. The compensation payable under this settlement and also the gratuity payable to them will be paid on or before 31-08-2009.

The ID is settled in the aforementioned terms in full and final satisfaction of the claims.

Dated this the 26th day of June, 2009.

Union : Management :
Counsel for Union Counsel for Management

नई दिल्ली, 6 जुलाई, 2009

कां. आ. 2055.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चैन्नई के पंचाट (संदर्भ संख्या 17/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-2009 को प्राप्त हुआ था।

[सं. एल-12012/2/2007-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 6th July, 2009

S.O. 2055.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.17/2007) of the Central Government Industrial Tribunal-Cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 6-7-2009.

[No. L-12012/2/2007-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, 26th June, 2009

Present : A.N. JANARDANAN, Presiding Officer

Industrial Dispute No. 17/2007

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of State Bank of India and their Workman)

BETWEEN

Sri S. Chandrasekaran : Petitioner/ I Party
Vs.

The Dy. General Manager : Respondent/II Party
State Bank of India Zonal Office
Dr. Ambedkar Road
Madurai-625 002

APPEARANCE

For the Petitioner : Sri S. Vaidyanathan
For the Management : Sri V.S. Gopalarathnam

AWARD

The Central Government, Ministry of Labour vide its Order No. L-12012/2/2007-IR(B-I) dated 18-4-2007 referred

the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the punishment of removal from service imposed on Sri S. Chandrasekaran by the management of State Bank of India is legal and justified ? If not, to what relief the workman entitled to ?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 17/2007 and issued notices to both sides. Both sides entered appearance through their advocates and filed their claim and counter statement respectively.

3. The allegation in the claim statement are briefly as follows :

The petitioner was appointed as Messenger in the State Bank of India, Madurai branch on 20-1-1982. Subsequently, he was promoted as Clerk in the year 1992. While so, on an allegation regarding an erroneous credit of a Demand Draft for an amount of Rs. 10,000 disciplinary proceedings were initiated against him. Ultimately, after conducting an enquiry the petitioner was dismissed from Respondent Bank's service as per the final order dated 15-12-2005. On appeal preferred by the petitioner, the Appellate Authority modified the punishment as removal from service by his order dated 30-03-2006. In that case, on 27-01-2004 when he was busy in his seat work as single window operator, a cover addressed to S. Chandrasekaran, SBI, Madurai branch was delivered to him by the courier agent, Salem. The said draft was without any other enclosure. At that time, he was the only person in the name S. Chandrasekaran in the bank. Since, he received a foreign remittance on an earlier occasion from his relative, Kumaresan, he presumed that the remittance was intended only for him from his relative. Therefore, he requested the sub-staff, one R. Palani who was standing nearby to credit the same into his account. But later on he learnt from his relative that no such remittance was sent by him and he then contacted the courier agency to verify and inform whether the cover intended for him. Subsequently, on verification, the courier agency informed him that the cover was wrongly addressed to him. Immediately, he volunteered to inform the same to the Asstt. General Manager, SBI, Ramanathapuram branch by means of a written statement and also simultaneously arranging to remit back Rs. 10,000 to the correct beneficiary through the courier agent. But, without seeing all this, the above incident was magnified and the Respondent Bank framed 7 different charges. In the enquiry, the Presenting Officer instead of dealing with this case properly and proving the same through the material witnesses merely produced certain documents to establish the case. The Enquiry Officer also has simply accepted without proper application of mind who had conducted the enquiry. The irregularities alleged in the charge memo not at all proved in the enquiry proceedings and the Enquiry Officer in a perverse manner came to a conclusion and gave his findings based on no evidence on record.

The Disciplinary Authority and also the Appellate Authority have not properly applied their mind in analyzing the findings of the Enquiry Officer, but decided the matter mechanically by prejudging the issue. The enquiry conducted is a farce one. In the enquiry there was no evidence to show that the petitioner had a role to place in the credit of the said instrument into his account except making a request to Sri R. Palani, a Messenger, due to pressure of work at the counter. The Enquiry Officer in a perverse manner has come to a conclusion that the charges framed against the petitioner stand proved. Further, he has not perused the documents produced by the petitioner and have raised doubts perversely with regard to remittance in question. Usually, all the foreign remittance intended for credit to NRI accounts have usually been addressed to the Branch Manager but the draft in question was exceptionally addressed to beneficiary's name with the bank's address and that too without any enclosure, which heavily contributed to arriving at the mistaken impression by the petitioner without any malafide intention. Even though, the employee and officers connected with the preparation of credit voucher for the draft in question namely the posting and passing of connected entries, were very much present in the branch, during the enquiry proceedings, the prosecution never cared to produce any of them as a witness to prove its case. Therefore, the enquiry was not conducted in a fair and proper manner. The Enquiry Officer and the Presenting Officer stage-managed the enquiry which was nothing but a sham and farce as no real opportunity was given to the petitioner to defend the case. He was not furnished with the copies of the documents, which formed the basis for framing the charge sheet either alongwith the charge sheet or at any time prior to the commencement of the enquiry. Only after the commencement of the enquiry, a bunch of papers were served on his defense representative. Therefore, the findings of the Enquiry Officer are not just or fair but it was perverse and bad in law. There was no evidence available in the enquiry in proof of the charges of malafides alleged against the petitioner. Therefore, the findings are one-sided, partisan and perverse. The principles of natural justice have also not been followed in the departmental proceedings and the Disciplinary Authority imposed a capital punishment in an unjust manner in a totally biased departmental proceedings. The punishment is also disproportionate to the charges framed against the petitioner. Hence, the petitioner prays this Tribunal to set aside the order passed by the Disciplinary Authority and the Appellate Authority and subsequently direct the Respondent to reinstate him in service with backwages and consequential benefits.

4. As against this, the Respondent in his counter statement alleged, the petitioner while working as an Assistant in the SBI, Ramanathapuram committed misconduct and after which the Disciplinary Authority issued a charge sheet. An enquiry was conducted against him and after conclusion of the enquiry, enquiry report was sent to the petitioner and after following the usual procedure, the Disciplinary Authority proposed a

punishment of dismissal without notice and imposed the punishment of dismissal without notice dated 15-12-2005. In the appeal, the Appellate Authority after considering the material placed before him modified the punishment of dismissal without notice as removal from service. The mention that the enquiry was conducted not in just and proper manner is without any substance. It is also not correct to say that the Enquiry Officer had given his findings without any evidence on record or without analyzing various aspects in proper perspective as alleged. The petitioner fully participated in the enquiry and principles of natural justice was complied with. The misconduct alleged against the petitioner was a serious nature and the punishment given to him was commensurate with the gravity of the misconduct. The question whether or not the petitioner had put 20 years of unblemished service is irrelevant when the misconduct alleged and proved was a major misconduct and grave in nature. Hence, the punishment imposed on the petitioner is justified and therefore, the Respondent prays to dismiss the claim petition filed by the petitioner.

5. Points for determination are :

- (i) Whether the punishment of removal from service imposed on the petitioner by the Respondent Management is legal and justified ?
- (ii) To what relief is the workman entitled ?

Point No. 1

6. The evidence in this ID consists of the testimony WW1 and WW2 and Ex. W1 to Ex. W13 were marked on the side of the petitioner. On the side of the Respondent MW1 examined and Ex.M1 to Ex.M11 were marked.

7. Before an actual enquiry was launched in the ID the question as to the fairness or validity of the domestic enquiry conducted against the petitioner was gone into on a motion made thereto at the instance of the petitioner's learned counsel and the same was decided as a Preliminary Issue by my learned predecessor as per order dated 11-1-2008 under which it was held that the enquiry conducted was not just and proper and thereby the Management was directed to conduct an enquiry before this Tribunal to enable it to establish its contention and to reinforce it. Accordingly, the enquiry proceeded at the instance of the Respondent which was followed by the rebuttal evidence adduced at the instance of the petitioner as already detailed above.

8. According to MW1 Manager (PBD) at State Bank of India of Ramanathapuram branch, it was revealed that on 27-1-2004 the workman Chandrasekaran received a courier cover addressed to S. Chandrasekar under Ex. M2 Proof of delivery and cover. The cover contained Baharain Financing Company Draft No. 806463 dated 25-1-2004 for Rs. 10,000 favouring S. Chandrasekar Account No. 05/6101 drawn on Indian Overseas Bank, Ramanathapuram Ex. M3 is the copy of the draft. It was credited under Ex.M4 Challan to the account of S. Chandrasekar. Ex. M5 is the credit entry. The amount was inadvertently credited to S.

Chandrasekaran's SB Account No. 0119095015 instead of his Current Account No. 0109009501500. Under Ex.M6 series Chandrasekaran withdrew Rs. 5000 each on 29-01-2004 and 7-2-2004. Further according to MW1, the draft was not meant for S. Chandrasekaran but it was meant for S. Chandrasekar with Old Account No. 05/6101 and new Account No. 01192056101. The matter has since been settled by S. Chandrasekaran as is evident from Ex.M7 letter sent by him to Asstt. General Manager of Ramanathapuram branch. Under Ex. M8, he paid back the money to the courier agency. None of this information was conveyed by Chandrasekaran to the bank. According to MW1, Chandrasekaran knew well that the draft amount did not belong to him. The witness would further say that all remittances from Financing Company or any letter would be addressed to Branch Manager only. He is not able to say whether the miscredit of Rs. 10,000 is on account of a malafide intention of misappropriating it.

9. According to WW1, Kumaresan, who while was employed in Vietnam for six months from 24-10-2002, he used to arrange payment of money to his family through S. Chandrasekaran (Petitioner), a relative of him. On 17-2-2003, a payment of Rs. 9,325.84 was arranged through his Manager and through the petitioner. This is the only amount sent by him. During April, 2004 in a phone conversation, he was informed by the petitioner that he received Rs. 10,000 on 27-1-2004 which he made clear to him that the same was not sent by him.

10. According to WW2, Chandrasekaran, there is no malafide or fraudulent intention on his part in crediting the amount to his account.

11. The only question for consideration is whether there has been malafide or fraudulent intention on the part of the petitioner in crediting the amount sent in the name of S. Chandrasekar to his account. To attribute malafides on a person, there cannot normally be any clear positive or direct evidence. What is the real intent of an individual is not easily gatherable always. It can be gathered only from speaking circumstances. The petitioner received the cover addressed to S. Chandrasekar containing demand draft for Rs. 10,000. The account number noted was that of S. Chandrasekar and not of petitioner. Such a Demand Draft received by him cannot be reasonably expected to be one sent to the petitioner. An instrument of money received by a bank official cannot be so lightly dealt with. His arrangement with Palani, Sub-staff to credit the amount to his account assuming that the same was sent by his relative Kumaresan from Vietnam is not a version easily believable. According to WW1, Kumaresan, he sent money to S. Chandrasekar only once for being paid over to his family members. This is not a circumstance under which the petitioner could entertain a strong belief that the Demand Draft received through the courier service addressed to S. Chandrasekar would will be a Demand Draft issued in his name. The petitioner's name not being "Chandrasekar" but being "Chandrasekaran" of course both the names with the same surname's the petitioner could not have been inadvertent enough to take it for granted that the

Draft was one sent to him. It is especially so in the case of a senior bankcashier who has to be diligent and vigilant in the matter of cash transactions. According to me, the petitioner cannot be found to have inadvertently credited the amount to his account. I am led to conclude that the petitioner did know that the draft was not one sent to him. Another circumstance is that the amount so credited to his account is seen withdrawn by him on two occasions at Rs. 5,000 on 29-1-2004 and 7-2-2004 each. This is a circumstance indicative of the fact the amount of Rs. 10,000 credited in to his account was also intended to be misappropriated by him as his own money. If it were a money received by the petitioner from Kumaresan for being handed over to the family members of Kumaresan, there is no reason why the petitioner did not hand over the entire amount of Rs. 10,000 to the family members of Kumaresan in a lump. There is no evidence that if and when any such amount is sent by Kumaresan in the name of petitioner for being handed over to the members of the family of Kumaresan such payment has to be paid in piecemeal and not in lump so as to suit the needs or convenience of the family members of Kumaresan. Another point is that the petitioner was acting more or less in a clandestine manner regarding repayment of the wrongly credited and misappropriated money. He had not been informing the matter to the bank authorities promptly. What he wanted was somehow to avoid disciplinary action against him when once the fact that the DD sent in the name of S. Chandrasekar was accepted and acknowledged by S. Chandrasekaran and that the same was credited to the petitioner's account came to light. All these circumstances point to the fact that the petitioner had malafide intention to credit the amount in his account. Though eventually he paid back the amount it is quite true that the petitioner miscredited the amount with the malafide intention of misappropriating it. He cannot be found to be innocent in the said transaction. Therefore, he is guilty to the charges levelled against him. His removal from service is only to be found as legal and justified and I find so.

Point No. 2

"To what relief the workman is entitled?"

11. The petitioner is therefore not entitled to any relief.

12. Thus, the reference is answered is answered accordingly.

(Dictated to the P. A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 26th June, 2009).

A. N. JANARDANAN, Presiding Officer

Witnesses Examined :—

For the I Party/Petitioner	WW1, Sri R. K. Kumaresan WW2, Sri S. Chandrasekarn
For the II Party/Management	MW1 Sri A. Muthukumar

Documents Marked :—**On the petitioner's side**

Ex. No.	Date	Description
Ex. W1	30-08-2004	Chargesheet
Ex. W2	15-12-2005	Dismissal order passed by Disciplinary Authority
Ex. W3	30-03-2006	Order of the Appellate Authority
Ex. W4	17-02-2003	Copy of Current Account pay-in-slip
Ex. W5	05-05-2005	Copy of transaction details
Ex. W6	18-10-2002	Copy of Appointment Order of RM Leopad Sdn. Bhd.
Ex. W7	05-05-2003	Copy of Service Certificate of Leopad Engg. Co. Ltd.
Ex. W8	---	Copy of Xerox copy of Passport No. A0418766
Ex. W9	19-12-2002	Copy of the letters written to the petitioner
Ex. W10	05-01-2003	Copy of the letters written to the Petitioner
Ex. W11	21-09-2004	Copy of the letter written by R. Palani
Ex. W12	07-05-2005	Copy of the letter from Yojana Couriers Pvt. Ltd., to the Enquiry Officer/Chief Manager, SBI, Karaikudi
Ex. W13	08-05-1992	Copy of Award Certificate of Merit

From the Management side

Ex. No.	Date	Description
Ex. M1	06-05-2004	Copy of Draft drawn on IOB, Ramanathapuram branch with No. 806463 dt. 25-01-2004 for Rs. 10,000 favouring S. Chandrasekar A/c No. 05/6101 with SBI, Ramanathapuram branch
Ex. M2	27-01-2004	Copy of Proof of delivery by Yojana Couriers (Pvt.) Ltd.
Ex. M3	25-01-2004	Copy of Draft of Bahrain Financing Compay in favour of S. Chandrasekar with A/c No. 05/6101
Ex. M4	25-01-2004	Copy of SB Pay-in-slip of SBI, Ramanathapuram Branch
Ex. M5	---	Copy of SB Statement of S. Chandrasekaran
Ex. M6	29-01-2004	Copy of SBI, Ramanathapuram branch withdrawal slip for withdrawing Rs. 5,000 each
Ex. M7	---	Copy of representation of the petitioner

Ex. M8	28-04-2004	Copy of current account pay-in-slip
Ex. M9	12-05-2004	Copy of representation of the petitioner
Ex. M10	12-05-2004	Copy of Debit Slip
Ex. M11	10-04-2002	Copy of Disciplinary Proceedings in terms of Memorandum of Settlement dated 10-04-2002 given by the petitioner.

नई दिल्ली, 6 जुलाई, 2009

का.आ. 2056.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 25/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-2009 को प्राप्त हुआ था।

[सं. एल-12012/372/2001-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 6th July, 2009

S. O. 2056.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.25/2002) of the Central Government Industrial Tribunal-Cum-Labour Court, Nagpur as shown in the Annexure in the Industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 6-7-2009.

[No. L-12012/372/2001-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/25/2002

Dated 3-6-2009

Petitioner : Sh. Vasant Punaji Ingle.
Age 37 years Occupation : Nil
C/o K.S. Sawadh.
New State Bank Colony,
Nagpur Road Wardha.
Post : Gopuri, Distt. Wardha

Party No. 2

Versus

Respondent : (A) State Bank of India
New administrative Building
Backbay Reclamation
Nariman Point, Mumbai,
through its Chief General Manager
(B) State Bank of India
Region IV/VI, Zonal Office,
Kingsway Nagpur,
through its Assistant General Manager

(C) New Administrative Building
Backbay Reclamation
Nariman Point, Mumbai
through its Chairman

Party No. 1

AWARD

Dated 11-6-2009

The Central Government of India after satisfying the existence of disputes between, Sh. Vasant Punaji Ingle Petitioner Party No. 2 and State Bank of India and 2 others, Party No. 1, referred the same for adjudication to this Tribunal vide its Letter No. L-12012/372/2001-IR(B-I) dated 6-2-2002 under clause (d) of sub-section (1) and sub-section (2 A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule :—

“Whether the action of the Management of State Bank of India through its Assistant General Manager, Region VI Zonal Office Kingsway Nagpur in alleged termination of services of Sh. Vasant Punaji Ingle, Ex. Sub-staff without any notice w.e.f. 1-4-1998 is justified? If not what relief the said workman is entitled to?”

2. The Petitioner approached to this Court by filing the statement of claim, with the contentions that he studied upto S.S.C. and was appointed as a Sub-staff. He was posted at Wardha. Though his appointment was as Sub-staff, he was performing the duties of the permanent nature of permanent staff. Still he was continued on temporary basis and was terminated on 1-4-1998. He worked under the respondent management in a various capacity. The Petitioner gave year-wise chart showing the working days and the post on which he worked. According to him, he worked continuously for 240 days in a period of 12 months and he had acquired the permanency. It was obligatory on the management to comply the provision of Section 25F and G of ID Act without following these provisions he was terminated which amounts to unfair labour practice and the termination is illegal. He has also contended that Industrial Employment Standing Employment (standing orders) Act 1946 is applicable to the management and consequently the Model Standing orders are also applicable to it. It is obligatory on the management to maintain the seniority lists and provide them the work whenever vacancies arise. The management has the Zonal Offices, Regional Offices and branches throughout the country and abroad. According to him, at all places the recruitment is made from time to time. The matter of recruitment and termination is to be made under the provision of Section 25H of ID Act.

3. The circular dated 10-4-1991 has given some direction for filling the vacancies. The management without complying those directions terminated his services. There are many vacant posts in the Banks of the sub-staff in Maharashtra and Goa. They are not filled. The Party No. 1

i.e. Management while appointing the sub-staff does not give the preference to the terminated sub-staff and fill the vacancies by appointing new sub-staff. They fill the available vacancies by engaging new daily wagers in the different names. There are settlements dated 27-10-1988 and 9-1-1991 entered by the management and recognized Union under which it is necessary to consider him for the regularization. Under these circumstances he has right and is entitled to reinstate with the continuity of the service and back wages and he has finally prayed for the same.

4. The management appeared and filed his Written Statement resisting the claim of the Petitioner. According to it he was engaged purely as temporary, casual basis and on daily wages. He was appointment intermittently without continuity in the service due to the exigency of the work as sub staff and for doing the sentry works. He was doing the work of cleaning branch office, Hamali work and the arrangement of record and stationery. According to it he was disengaged in a view of the facts of entering in to the various settlements with the recognized Unions and the Bank. The State Bank of India was approached by All India Staff Federation which is Federation of State Bank Association registered under the Indian Trade Union Act. After negotiations between the Bank and the Federation, with a view to give the chances to the eligible temporary and daily wager employee and in the interest of the concerned temporary employee the settlements were arrived at on 17 Nov. 1987 which was modified and clarified by the settlements dated 16-7-88, 27-10-88, 9-1-91. Finally before Regional Commissioner, on 30-7-96 the settlement was arrived at agreeing that the temporary employees and the casual labours should be considered and given one time opportunity for the absorption under certain norms. For that purpose panels were prepared for filling up the vacancies. As per above agreement it was decided that the panels should be kept alive up to 31 March 1997 and there after the lists/panels would lapse. These settlements are binding on party No. 2 and in response to the said settlement the bank gave an advertisement in the newspaper calling upon all the eligible temporary employees to apply for the permanent appointment in subordinate cadre subject to certain norms and conditions in that settlements. The petitioner was not eligible to apply for absorption. Hence he was neither interviewed nor was his name empanelled. The panels were lapsed as per settlements on 31-3-1997. Thereafter no temporary employee could be absorbed as per those agreements. The bank has stopped the temporary appointment. Thereafter his absorption would have been in violation of the settlements and consequently illegal.

5. It is also contented that the petitioner has never worked for continuous period of 240 days in any calendar year. He has hardly worked for 209 days during the preceding year from 1-4-1997 to 31-3-1998. Since the workman was basically appointed on daily wages on temporary basis by the branches having no appointing

powers the appointment itself is illegal. There are recruitment rules and prescribed procedure for the appointment of the staff. The petitioner had approached to Hon'ble H.C. challenging the disengagements. His petition was dismissed. Similarly he has misconceived the law and according to the management he is not entitled for the benefits of Sec. 25F or 25G as prayed. The Bank has also denied that there are vacancies. Finally it has prayed to dismiss the claim as he is not entitled for either regularization or absorption.

6. Heard the counsels for both the parties. The petitioner examined himself and the management has not examined any witness. The petitioner is claiming regularization on the basis that he worked for more than 240 days in one year. However the perusal of documents indicate that though he worked for about 8 years and barring the year 1996 he never completed 204 days continuous service in any year. In the year 1996 undisputedly he worked continuously for 251 days. The question is whether it is sufficient for absorption on the permanent post of the messenger ?

7. It seems that there were as many as four Bipartite settlements between the Bank and the federation of the recognized unions to consider the absorption of the daily wagers working as sub-staff and by constituting the panels the claims of daily wagers working as sub-staff were considered and settled finally. The panel has rejected the claim of the petitioner. The Management has not played any role. Since there were settlements the management had no option but to follow the settlements. It is also not the case of the petitioner that he was singled out by the federation, nor the federation is a party to the claim. There are no imputations against the federation. It means the petitioner was lacing in certain conditions, norms or qualifications, as decided in the bipartite settlements. No evidence adduced as to how he was entitled to the benefits under it or that the decision of the panels is not biding on him.

8. It is well settled that mere continuous working for more than 240 days will not invest the petitioner with right of absorption in permanent post. The Hon'ble S.C. in its land mark judgment of Umadevi's case, has elaborately made clear about the rights of the management. Hon'ble S.C. has observed that the management is entitled to engage any workman as daily wagers, for particular work and or specific period and there is no right to get the absorption or permanency.

9. More over admittedly the petitioner was never posted and worked on permanent vacant post. He was not sponsored through the employment exchange. He was neither interviewed nor the procedure and the recruitment rules are followed. Infact it will amount to back door entry if he is absorbed. In my view the petitioner only on the basis of continuous working of 240 days can not get any right of absorption or regularization. The petitioner has

cited many cases but in view of the principles of Umadevi's case those are not helpful for him. Admittedly he was not sponsored through employment exchange. No recruitment procedure was followed and the branch manager who was not appointing authority, exceeding his powers has appointed him as sub staff. It will be giving back door entry as has observed and deprecate by Hon'ble S.C. in the cited case. In the result in my view he is neither entitled for absorption on the regular post of messenger nor for any regularization as prayed. The reference deserves to be dismissed. Hence I dismiss it and pass this negative Award.

Nagpur

Dated 11-6-09

A.N. YADAV, Presiding Officer

नई दिल्ली, 6 जुलाई, 2009

का. आ. 2057.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. पी. डब्ल्यू. डी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 13/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-2009 को प्राप्त हुआ था।

[सं. एल-42012/53/2008-आईआर(डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 6th July, 2009

S. O. 2057.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.13/2009) of the Central Government Industrial Tribunal-Cum-Labour Court No. 1, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of C.P.W.D. and their workman, which was received by the Central Government on 6-7-2009.

[No. L-42012/53/2008-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO. 1 NEW
DELHI, KARKADOOMA COURT COMPLEX
DELHI**

I. D. No. 13/2009

Shri Akhileshwar Prasad
and Shri Kapoor Singh
through Workers Union,
A-24-T, Delhi Police Appts,
Mayur Vihar, Phase-I,
New Delhi.

...Workmen

Versus

The Director General of Works,
Central Public Works Department,
Nirman Bhawan,
New Delhi-110011.

...Management

AWARD

An industrial dispute was referred to this Tribunal by the Central Government, Ministry of Labour, vide its Order No. L-42012/53/2008/IR(DU) dated 10-2-09 with following terms :

“Whether the demand of the Workers Union for regularization of services of Shri Akhileshwar Prasad and Shri Kapoor Singh by the management of CPWD is legal and justified ? If yes, to what relief the workmen are entitled to and from which date ?”

2. The appropriate Government directed the workmen to file a claim statement with relevant documents, list of reliance and witnesses with the Tribunal within 15 days of the receipt of order of reference, with further direction to forward a copy of such statement to the opposite party involved in the dispute. Despite directions given by the appropriate Government, the workmen opted not to file a claim statement.

3. Notice was sent to the workmen by registered post to file claim statement by 19th of May, 2009. Postal article was received back with the report that the workmen were not available at the given address. Another notice was sent to the workmen by registered post to file claim statement by 25th of June, 2009. The said notice was also received back with the remarks that the addressee had left the given address. Consequently report of the postal authorities on the postal articles, referred above, make it clear that the workmen had left given address for good. They opted not to inform this Tribunal about their present whereabouts. Under these circumstances, it is not possible to have a claim statement filed on behalf of the workmen.

4. Conspicuous absence of the claim statement, on behalf of the workmen, makes it clear that workmen are not interested in prosecuting their grievances. The appropriate Government has referred a dispute to the effect as to whether the demands raised by the workers union for regularization of service of Shri Akhileshwar Prasad and Kapoor Singh by the management of CPWD is legal and justified. In the absence of any claim from the side of the workmen, it cannot be said that such a demand was legal and justified. It seems that the workmen or their union have abandoned the claim. Under these circumstances it is apparent that the dispute between the workmen and the management stands subsided. A No Dispute Award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : 25-6-2009.

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 6 जुलाई, 2009

का. आ. 2058.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 44/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-2009 को प्राप्त हुआ था।

[सं. एल-40011/17/2007-आईआर(डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 6th July, 2009

S. O. 2058.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.44/2007) of the Central Government Industrial Tribunal-Cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Post and their workman, which was received by the Central Government on 6-7-2009.

[No. L-40011/17/2007-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Tuesday, 30th June, 2009

Present : A.N. JANARDANAN, Presiding Officer

Industrial Dispute No. 44/2007

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Superintendent of Post Offices and their Workman)

BETWEEN

Sri A. Suresh :
No. 3, Iyyanar Sannithi Street
Nagapattinam-611001

Petitioner/ Ist Party

Vs.

1. The Post Master :
Nagapattinam Head Post Offices
Nagapattinam-611001

1st Respondent/IIInd Party

2. The Superintendent of Post Offices
Nagapattinam Division
Nagapattinam-611001

2nd Respondent/IIInd Party

APPEARANCE

For the Petitioner : Ms. S. Jothivani
For the 1st and 2nd : Sri P. Natarajan
Management

AWARD

The Central Government, Ministry of Labour vide its Order No. L-40011/17/2007-IR(DU) dated 14-8-2007 referred the following Industrial Dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is :

“Whether the action of the management of Superintendent of Post Offices, Nagapattinam, in terminating the services of their workman Shri A. Suresh w.e.f. November, 2004 is legal and justified? If not, to what relief the workman is entitled to?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID No. 44/2007 and issued notices to both sides. Both sides entered appearance through their advocates and filed their claim and counter statement respectively.

3. The allegations in the claim statement are briefly as follows :

The petitioner was provisionally appointed as EDSV at Nagapattinam SPO in October, 2000 by the First Respondent-Appointing Authority. He worked continuously upto November 2004. He completed 240 days of continuous service within a period of 12 months until retrenched in November 2004. His services were suddenly terminated in November 2004 without any notice. The Second Respondent-Controlling Authority failed to direct the First Respondent to reinstate him. He was made to participate in the 17th & 19th All India Postal Badminton Tournaments by the Chief Postmaster General, Chennai. His continuous services from October 2000 to November 2004 implied a promise for regular service. The Respondents are bound under law to reinstate the petitioner under the doctrine of promissory estoppel. Hence the prayer for reinstatement with consequential benefits.

4. In the Joint Counter Statement of the Respondents it is contended as follows :

The petitioner was only nominated by regular incumbent M. Kalviselvan as his leave substitute to work in his place under Sub Rules (2) and (3) of Rule-7 of GDS (Conduct and Employment) Rules, 2001. As long as the said regular incumbent of the GDS Stamp Vendor continues in service no regular appointment can be made to the post. The number of days of his employment does not entail in any advantage to the petitioner. He is not entitled to benefits under Section-25 (b) of ID Act which is not permitted under GDS Rules also. The law does not recognize the right of the substitute for regularization. He has not worked in any vacant post. The petitioner was relieved by the regular incumbent on his joining duty. His case that no notice was issued to him before termination is not sustainable. No provisional appointment order has been issued to him. Participation of the petitioner in tournaments would not entitle him to any advantage. There is no implied promise in favour of the petitioner or promissory estoppel. He was not an employment exchange sponsored candidate. The claim may be dismissed.

5. Points for consideration are :

- (i) Whether the termination of the services of the workman is legal and justified?
- (ii) To what relief the workman is entitled?

Point No. 1

6. On the side of the petitioner, WW1 was examined and Ex. W1 to Ex. W8 were marked. On the side of the Respondents, MW1 was examined and Ex. M1 and Ex. M2 were marked. The specific case of the petitioner examined as WW1 is that he was not given an appointment order for the appointment. Ex. W1 to Ex. W5 documents were given to him for participation in the sports. No termination order has been given to him. According to MW1, Asstt. Superintendent of Post Offices petitioner worked against leave vacancy only in the place of Kalviselvan who proceeded on leave during 2000 to 2004. The petitioner worked for more than 240 days in a year during 2000 to 2004.

7. The case of the petitioner is that he was discharged from his service after having put in 4 years of service without notice or notice in lieu of pay or retrenchment compensation. According to the Respondent the petitioner was not given appointment order which is the admitted case of the petitioner as well. It is in the leave vacancy of Kalviselvan, Permanent GDSV that the petitioner worked under the Respondent. The present question is whether such an appointee is entitled to be continued in service. The case of the Respondent is that the petitioner was only relieved on the regular incumbent joining duty, he having only worked as a leave substitute and not a provisional appointee at all.

8. The case of the petitioner is that he was provisionally appointed as EDSV. His case is denied by the Respondent according to whom petitioner was appointed against leave vacancy of one Kalviselvan, regular incumbent on the post who proceeded on leave to officiate on higher post. WW1 has admitted in the box that he has not been issued any appointment order or termination order. Ex. M1 is leave application of Mr. Kalviselvan for the period from 1-10-2004 to 31-10-2004. It is not disputed that the petitioner worked for 4 years from the year 2000 to 2004. No leave application for the remaining period has been produced before this Tribunal. Ex. W1 is Employment Certificate in respect of the petitioner. Ex. W2 to Ex. W5 and Ex. W7 are office orders deploying the petitioner for participation in the All India Postal Badminton Tournament in various places. Therein petitioner is found described as a Casual Worker under the Respondent. It is not disputed that petitioner has been continuously employed for 4 years during 2000-2004. Under Rule-7, Sub-clause-2 of Clause-2 of GDS (Conduct and Employment) Rules, every ED agent should arrange for his work during leave being carried on by a substitute who should be a person approved by competent authority in writing. Sub-rule-4 says that no ED agent should be permitted leave of absence for more than 90 days at a stretch which may be extended upto 180 days in exceptional circumstances. Maximum period at a stretch

shall not exceed 180 days. Leave in excess of 180 days may be granted by heads of circles only in cases where the necessity for leave arises due to ED agent officiating in a departmental post or in cases of genuine illness. Under Sub-rule-4, the allowances normally payable to an ED agent shall, during leave, be paid to the approved substitute provided by him.

9. According to the respondent, the petitioner was not an employment exchange sponsored candidate. He was nominated by Kalviselvan regular incumbent on the post of GDSV. When the fact is that the petitioner worked continuously for 4 years, it is especially on the Respondent to prove that the petitioner has been so working only against a leave vacancy. Under the above quoted provisions an ED Agent has to arrange his own substitute when he wants to remain absent on leave. It should be approved by the competent authority. During the period, the allowances payable to the incumbent proceeding on leave have to be paid to leave substitute. There are limitations regarding the maximum period for which an ED Agent may proceed on leave. That maximum period can exceed 180 days only when the regular incumbent proceeds on leave to officiate on a higher post or in cases of genuine illness. When according to the Respondent, the petitioner was appointed only as a leave substitute of Kalviselvan who proceeded on leave to officiate on a higher post, the said proposition of fact is sought to be proved by the Respondent only with the mere production of Ex. M1 which is application for leave filed by Kalviselvan for the period from 1-10-2004 to 31-10-2004 only. It at best shows that only for a period of one month the petitioner worked as a leave substitute of Kalviselvan. There is no evidence to show that during the remaining period of 4 years excepting the period covered under Ex. M1 the petitioner worked merely as a substitute. Regarding the fact that the petitioner worked for 4 years continuously is not disputed. So the burden to prove that the petitioner worked only as a leave substitute in the place of Kalviselvan is especially on the Respondent which is not done by any piece of acceptable evidence. The contention of the Respondent that though the petitioner worked for 4 years, thus for 240 days in an year and that fact does not entitle him to any benefit or advantage blossoming into himself any conferment of right or benefit under the ID Act or right for regularization does not stand substantiated. In fact the learned counsel for the petitioner canvassed for the contention that the Respondent in an attempt to deny employment to the petitioner has chosen to treat and hold out him as not an appointee against a regular vacancy maliciously and is indulged in unfair labour practice. I find some force in the said contention. The Respondent does not appear to have placed the true picture before this Tribunal. Though petitioner has not been given formal appointment order, seemingly he has been treated as a Casual Worker under Respondent. He has been allowed to render uninterrupted service for not less than 4

years. Therefore he cannot be delinked from the statutory rights available to him under ID Act. Admittedly and evidently no notice, notice pay or retrenchment compensation has been paid to the petitioner before his termination. The Respondent has given only a bare version that on the rejoining duty of the regular incumbent on the post, the petitioner was relieved by him. This is not a satisfactory piece of evidence which could be taken cognizance of to repel the claim of the petitioner's right for conferment of the statutory rights under Section-25F of ID Act when he must go out of service after having put in statutory period under which he is entitled to conferment of such rights. Therefore, I am to hold that action of the management in terminating the services of the workmen is not legal and justified.

Point No. 2

10. In view of the above finding, the petitioner is entitled to reinstatement into service with full back wages, continuity of service and all attendant benefits. So ordered.

11. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open Court on this day the 30th June, 2009)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined :—

For the I Party/Petitioner WW1, Sri A. Suresh

For the II Party/Management MW1 Sri C. Gunasekaran

Documents Marked :—

On the petitioner's side

Ex. No.	Date	Description
Ex. W1	11-10-2001	Employment Certificate
Ex. W2	21-12-2001	Office Order
Ex. W3	28-11-2002	Office Order
Ex. W4	02-12-2002	Office Order
Ex. W5	10-11-2004	Office Order
Ex. W6	12-11-2005	Representation by the 1st Party
Ex. W7	04-05-2005	Office Order
Ex. W8	04-08-2005	Petition filed u/s 2(A) of the ID Act before RLC (Central); Chennai

On the Management's side :

Ex. No.	Date	Description
Ex. M1	01-10-2004	Copy of application for appointing a substitute given by Sri Kalviselvan to the respondent.
Ex. M2	—	Copy of GDS (Conduct and Employment Rules).

नई दिल्ली, 9 जुलाई, 2009

का.आ. 2059.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं दूरदर्शन केन्द्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या 25/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-7-2009 को प्राप्त हुआ था।

[सं. एल-42012/132/2002-आई.आर. (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 9th July, 2009

S.O. 2059.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 25/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the management of Doordarshan Kendra, and their workmen, which was received by the Central Government on 9-7-2009.

[No. L-42012/132/2002-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/25/2003 Date: 23-6-2009.

Petitioner/ : Shri Tejram Daulatrao Dongre
Party No. 1 : Anand Kaushalya Nagar, Pili Nadi,
Kamptee Road, Nagpur.

Versus

Respondent/ : The Station Director,
Party No. 2 : Doordarshan Kendra, Seminary Hills,
Nagpur.

AWARD

(Dated : 23rd June, 2009)

1. The Central Government after satisfying the existence of dispute between Shri Tejram Daulatrao Dongre, Anand Kaushalya Nagar, Pili Nadi, Kamptee Road, Nagpur (Party No. 1) and the Station Director, Doordarshan Kendra, Seminary Hills, Nagpur (Party No. 2) referred the same for adjudication to this Tribunal *vide* its letter No. L-42012/132/2002-IR(CM-II) dated 6-1-2003 under clause (d) of sub-section (1) and sub-Section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the management of Doordarshan Kendra, Seminary Hills, Nagpur in terminating the services of Shri Tejram Daulatrao Dongre R/o Anand Kaushalya Nagar, Nagpur w.e.f. 1990 is legal and justified? If not, to what relief he is entitled to?"

3. It is the case of Petitioner that he was appointed as a labour with Doordarshan Kendra, Nagpur on 24-1-85 without giving any appointment letter orally. He worked in different capacity in various offices of the Party No. 2 of the Station Director, Doordarshan Kendra, Nagpur till his termination in the year 1990. His job included that of a carpenter, light assistant and helper in studio recording etc. He honestly worked for the period of 5 years without any break and completed more than 240 days of service in a year. The nature of his work was of permanent and parenial nature. In 1990 after taking over the charge by new the Station Director, he orally terminated him arbitrarily and illegally. Despite his repeated representation for reinstatement as well as regularization, the management turned its deep ear to it. Therefore he approached to the Administrative Tribunal, however, his prayer was rejected. He challenged the Order of CAT by Writ Petition which also dismissed.

4. It is alleged the Respondent Party No. 2 acted illegally without complying the provision of ID Act though it is industry. The Respondent conducted several programmes and the Artists are paid for the same. It displayed the advertisement taking charges. Thus, it has a systematic activity. However, while termination him, the Respondent did not comply with the legal provisions as well as the standing order. He was not paid compensation under Section 25F and 25G. It has retained similarly placed the person though they are junior to him. The management has not displayed the Seniority List. It has not offered or paid the retrenchment compensation and he was terminated without any notice.

5. He contents even the otherwise also he is entitled for re-employment under the provision of Section 25 H of ID Act. Vacancies are available. To his knowledge, the Party No. 2 Respondent has engaged fresh hands after terminating him. Vacancies are available even today several employees are working on daily wages. Thus according to him, he is entitled for re-employment under the provision of Section 25 H. He should be reinstated with the continuity of the service and full back-wages.

6. The Respondent appeared and filed his WS denying the contention of the Petitioner. It has contended that the issue of so called illegal termination and re-employment of the applicant has already been decided by the CAT as well as Hon'ble High Court, Nagpur Bench, Nagpur. The CAT *vide* its judgement dt. 8-8-1996 in O.A. No. 1134/92 that was dismissed on merit. Thereafter, the Hon'ble High Court, Nagpur dismissed the Writ Petition No. 1558/99 filed by the Petitioner challenging the order of the CAT *vide* its order dt. 18-10-99. He also approached to the Labour Commissioner for conciliation, after 4 years and after 14 years he approached to this Tribunal challenging the so-called illegal termination order. Thus it is belated and beyond limitation. It requires to be dismissed.

7. The Respondent submitted its Para-wise reply. It has contended that the Petitioner was never appointed in the service of Respondent Party No. 2. No Written oral order was given to the Petitioner and therefore the relationship as an employer and employee does not exist. On few occasions during 1986 to 1988, he visited Party No. 2 for participating in programme. He was permitted to enter in the premises through a valid entry pass, but Identity Cards are issued only to the Staff Members and Employees of the Doordarshan Kendra. He was invited to participate in the programme as Casual Artist and was paid Fee/honorarium from the "Artist Payment" Head which is not a wage or salary. However, he did not work for 240 days in any single year. He was never on the pay rolls of Party No. 2, even for 120 days in any single year and therefore, he is neither entitled for any absorption or regularization under scheme dt. 10-6-1992. Therefore, there was no need to comply the provision of Section 25 F and 25 G of the ID Act. He is not entitled for re-employment or absorption. Finally it has prayed to dismiss the claim of the Petitioner by passing a negative Award.

8. Heard the counsel of the parties, they have filed the written notes of argument. The Petitioner Shri Tejram Dongre is claiming to be a workman working on daily wages in Doordarshan Kendra. In support of his claim he has filed the Entry Passes which are given a permission to enter into the Studio because of security. One another document was filed by him is an experience certificate dt. 3-12-1987 issued by the Station Director, Shri Yakub Sayed. The question is whether on the basis of these documents it can be said that he was working on daily wages and he has completed continuous service for more than 240 days. He has also claimed regularization and absorption in a permanent post on the basis of his continuous working.

9. While the management claimed that he was never in its employment and the relationship of employee and employer were never existed. He being a Casual Artist, he was given an opportunity to participate in the programme for which he was paid an honorarium for the fees. He was never paid as a wages and he never worked as a labour or worker. The submission of the respondent management appears to be correct. It is pertinent to note that the petitioner has never submitted about the wages. He has never informed what wages paid to him and how much amount was received in the year in which he was continuously working as alleged. He has filed the copies of entry pass. According to the management, he was working as a Casual Artist and therefore entry were given to him in Studio whenever it was necessary for performing the programme. Entry passes are never given to the workmen. The workmen are always given the Identity Card and Entry Passes are generally given to the person who occasionally, for a particular reason, visits the studio. Therefore, this cannot be the evidence for proving relationship of employee and employer.

10. The second document on the basis of which the Petitioner claims to be a Casual Worker is an experience certificate. This is the copy of the certificate, original is not brought on the record. It is Dt. 3-12-1987. The certificate does not disclose the period during which he worked regularly. He does not disclose that the Petitioner was Casual Labour working on daily wages and the wages are paid to him. Such certificate can be issued or given even to the Casual Artist. It also does not prove and establish the relationship as a employee and employer. It also does not disclose that he worked continuously for more than 240 days. In the result, in my view there is no evidence at all to prove the relationship as well as that he worked as a Casual Labour. He is not all entitled either for the regularization or for retrenchment compensation. There is not a single Order showing his appointment or retrenchment or termination. Moreover, it is a fact that he approached to this Court after about 14 years as stated by the management in Written Statement. The alleged termination is of the year 1990 without mentioning any date or the month and the reference was made on 6-1-2003. This is the inordinate delay which can be treated as the Petitioner was not interested or he has settled the matter with the management. The delay in raising the dispute and making the reference cannot be condoned and in my view only on this reason reference can be dismissed. However, as indicated about I have given the findings on merit also.

11. It is pertinent to note that the Petitioner has approached to the CAT by filing the Original Application No. 1134 of 92. It was dismissed by the Hon'ble Central Administrative Tribunal, Nagpur on merit. Thereafter the Petitioner approached to the Hon'le High Court, Nagpur Bench, Nagpur challenged the Order of CAT in Writ Petition No. 1558 of 99 and the Hon'ble High Court dismissed his Writ under its Order dt. 18-10-99. Later on though there are Orders of higher authority with him, he approached to this Labour Court. In fact, when the matter already decided by the Hon'ble High Court and by the CAT, this Court again cannot be moved. This Court has no jurisdiction because the Orders of Hon'ble High Court are binding on it. This Court cannot be moved again and it seized his jurisdiction. When there are findings of the higher authority, how this Court can go behind it? Whatever it may be, the reference has no substance and it deserves to be rejected. Hence I dismissed the same and pass this negative Award.

Date : 23-6-2009.

A. N. YADAV, Presiding Officer

नई दिल्ली, 9 जुलाई, 2009

का.आ. 2060.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल के पंचाट (संदर्भ संख्या 72/1995) को

प्रकाशित करती है, जो केन्द्रीय सरकार को 9-7-2009 को प्राप्त हुआ था।

[सं. एल-22012/126/1995-आई.आर.(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 9th July, 2009

S.O. 2060.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 72/1995) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 9-7-2009.

[No. L-22012/126/1995-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Present : Sri Manoranjan Pattnaik,
Presiding Officer

Reference No. 72 of 1995.

Parties : Industrial Dispute between Management
of Damagoria Colliery of BCCL,
Kalyaneshwari, Burdwan.

Vrs.

Their Workman.

REPRESENTATIVE

For the management : Sri P. K. Das, Advocate

For the union (Workman) : Sri S. K. Singh, Branch
Secretary, J. M. S(HMS)

Industry : Coal State : West Bengal

Dated the 19-5-2009.

AWARD

1. In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government of India through the Ministry of Labour *vide* its letter No. L-22012/126/1995-IR(C-II) dated 7-12-1995 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Damagoria Colliery in curtailing 11(eleven) days payment to Sh. Khaderu Pasi and 377 others (list enclosed) is justified? If not, to what relief is the concerned workmen entitled?”

2. On receipt of the Order No. L-22012/126/1995-IR(C-II) dated 7-12-1995 of the above mentioned reference

from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 72 of 1995 was registered on 18-12-1995 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

3. Both the parties relied on the documents without adducing oral evidence. For sometime both the parties remained in loggersheard but subsequently the union gave up and did not take any interest after closing their case as back as in the year 1998 (15-9-98). For some reasons the matter was reopened *vide* order dated 22-1-2002. After 31-1-2007 for whatsoever reason the union did not make its appearance. Since the materials are on record and management is in attendance it is felt reasonable to dispose of the matter on merit.

4. The claims of the union as averred in their written statement and briefly stated is that the INTUC Supporters (Workmen) of Damagoria Colliery went on strike on 1-7-92 despite. A notice issued by the management dated 2-7-92 that wages of the workers would be deducted in case of their participation in the strike. The workmen of this case, however, did not join the strike and as usual attended work and the fact was duly intimated to the ALC(C), Asansol by the Branch Secretary of Janata Mazdoor Sangh (JMS). Subsequently, a settlement was reached before the INTUC and the management without making the JMS as a party and the wages of Khaderu Pasi and 377 others were deducted illegally by the management and hence this dispute.

5. The stand of the management is that all the said workmen Sri Khaderu Pasi and others were directly involved in the illegal strike without any notice and absented themselves from duties from the first shift of 1-7-92 to end of 3rd shift of 3-7-92 which is violation of Section 21 of the I.D. Act, 1947. Three days wages were deducted on no work no pay basis and wages of eight days were deducted as punishment as under Section 9 of the payment of wages Act, 1936 for having joined illegal strike despite notice and the show cause having found to be unsatisfactory by the management. The union did not accept the liberal offer of the management reduce the quantum of punishment to 4 days salary deduction and preferred to raise this dispute.

6. So far the factum of the alleged participation of the workmen in the strike is concerned the initial burden lied on the union to substantiate that they ever made any resolution against joining the strike and that the ALC was duly intimated by them about it before hand which they have asserted in their written statement. In fact the union has failed to substantiate the same as nothing has been filed by them on that score. The attendance register

showing the attendance of workers for the period 1-7-92 to 3-7-92 has not been filed by the management and other documents like the conciliation proceedings before the ALC(C), Asansol. Reply of the union to the show cause issued by the management, work performance of the time rated workers, store Register, Log book of maintenance Dept., and other such relevant documents would have amply showed the workman of this case having performed their duties during the alleged strike period but as stated earlier the union lost all interest and did not participate in the proceeding in the penultimate period of final hearing. They have never claimed that they at all informed the management before hand that the workman of their union resolved not to join the strike. So called intimation to A.L.C.(C), and reply to show cause are no help to the union to establish this fact. At any rate the subsequent conduct of the union shows that they (INTUC) approached the management for consideration of punishment from which admission of the allegation of absence from duties can be inferred well and so far the workmen are concerned their failure to produce documents showing their membership in a separate union other than INTUC i.e. Janata Mazdoor Sangh, resolution against the strike, intimation to A.L.C.(C), Asansol etc. goes against their plea that they did not participate in the strike. It is found that the management's liberal attitude in reducing the quantum punishment has not been held by the union. However, keeping in mind the plight of the workmen in a wrangle that has taken nearly two decades, the liberal attitude of the management towards its own workers and in all fitness of things, what appear just and reasonable is deduction of wages too the period of absence of duties i.e. 1-7-1992 to 3-7-1992 only from the workmen without any other penal action against them under the payment of wages Act. Accordingly an award needs to be passed holding that the action of the management in finding the workmen to have violated the provision of action of the I.D. Act., 1947 and deduction of wages for three days on the basis maxim of "no work no pay" as correct, the penal action of deduction of further period of eight days as under section 9 of the payment of wages Act., 1936 as unjust in view of my above reasoning. Accordingly it is ordered.

ORDER

Let an award be and same is passed as above. Copy of the award be sent to the Ministry of Labour and Employment, Government of India, New Delhi.

MANORANJAN PATTNAIK, Presiding Officer

नई दिल्ली, 9 जुलाई, 2009

का.आ. 2061.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय असनसोल के पंचाट (संदर्भ संख्या 51/2002)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-7-2009 को प्राप्त हुआ था।

[सं. एल-22012/340/2001-आई.आर. (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 9th July, 2009

S.O. 2061.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 51/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the management of Salanpur Area, M/s. Eastern Coalfields Limited, and their workmen, which was received by the Central Government on 9-7-2009.

[No. L-22012/340/2001-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Present : Sri Manoranjan Pattnaik, Presiding Officer.

Reference No. 51 of 2002.

Parties : The General Manager, Salanpur Area of M/s. ECL, Lalganj, Burdwan.

Vrs.

The Group Secretary, INMOSSA, Barmondia Group, Kanyapur, Burdwan.

REPRESENTATIVES

For the management : None

For the union (Workman) : Sri Dinabandhu Upadhyay,
Group Secretary

Industry : Coal State : West Bengal

Dated the 28-5-2009.

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government of India through the Ministry of Labour vide its letter No. L-22012/340/2001-IR(CM-II) dated 23-12-2002 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the demand of the INMOSSA from the management of K. D. Seam of Monoharbahal Colliery for payment of 10% HRA to the Workers of K. D. Seam is justified? If so, to what relief are the workmen entitled and from what date?"

On receipt the Order No. L-22012/340/2001-IR(CM-II) dated 23-12-2002 of the above mentioned reference from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 51 of 2002 was registered on 30-12-2002 and, accordingly, an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

3. While the union filed the written statement and documents, the management for whatsoever reason preferred not to contest the claims of the union, case was heard ex parte.

4. Contention of the union in short that the working area of the K. D. Seam an Incline Mine coming under Barakpur Mouza is within the territorial jurisdiction of ward No. 31 of Asansol Municipal Corporation. As per the circular No. ECL/CMD/C-6/WBE/1512 dated 28-6-1996 (Ext.i/-) the workers of the SALANPUR AREA of K. D. SEAM of ECL are entitled to 10% House Rent Allowance. The Management, however, turned a deaf ear to the demand of the union and adopted delatory tactic in the plea that the matter was referred to E.C. Ltd. Head Quarter.

5. As stated above the Management did not prefer to contest the claim of the union and the contention of the union stands unrefuted. The unchallenged circular Ext.-I is enough to substantiate the claim of the union entitling the workman house rent 10% of the basic pay in terms of the circular Ext.-I and provision of NCWA-V. Hence an award is to be passed holding the demand of the INMOSSA from the management of K. D. Seam of Manoharbahal Colliery for payment of 10% HRA to the workers of K. D. Seam is justified. The workmen is entitled to such allowance from the date of the application of the company's circular to all concern without any discrimination to the workman of K. D. Seam of the Colliery. Hence ordered.

ORDER

Let an award be and same is passed in favour of the union as ordered above. The copies of the award be sent to the Ministry of Labour and Employment, Government of India, New Delhi.

MANORANJAN PATTNAIK, Presiding Officer

नई दिल्ली, 9 जुलाई, 2009

का.आ. 2062.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल.के प्रबंधन के संबंध में उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय असनसोल के पंचाट (संदर्भ संख्या 20/2007)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-7-2009 को प्राप्त हुआ था।

[सं. एल-22012/342/2006-आई.आर. (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 9th July, 2009

S.O. 2062.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 20/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol now as shown in the Annexure in the Industrial Dispute between the management of Kenda Area of M/s. ECL and their workmen, received by the Central Government on 9-7-2009.

[No. L-22012/342/2006-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT : Sri Manoranjan Pattnaik,
Presiding Officer

Reference No. 20 of 2007.

PARTIES : The Industrial Dispute between the
management of 7 & 9 pit Colliery,
Kenda Area

Versus
Their Workman.

REPRESENTATIVES

For the management : Sri P. K. Das, Advocate

For the Union (Workman) : Sri S. K. Pandey,
General Secretary, K.M.C.

Industry : Coal State : West Bengal
(Dated : 22nd May, 2009)

AWARD

In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government of India through the Ministry of Labour vide its letter No. L-22012/342/2006-IR(CM-II) dated 19-3-2007 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of 7 & 9 pit Colliery under Kenda Area of ECL in dismissing Mr. Bandhu Kole w.e.f. 15-5-2003 is legal and justified? If not, to what relief is the workman entitled?"

On receipt of the Order No. L-22012/342/2006-IR(CM-II) dated 19-3-2007 of the above mentioned reference

from the Government of India, Ministry of Labour New Delhi for adjudication of the dispute, a reference case No. 20 of 2007 was registered on 3-5-2007 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

3. Both the management and the workman have filed their respective pleading asserting their stand and refuting each other allegations but before further proceeding commenced a settlement between the parties was reached. The terms contained in the Form 'H' duly signed by all concerns including the workman Sri Bandhu Kole dated 2-5-2008 has been filed. It reflects the reinstatement of the workman in service with other such terms. As such adjudication of the scheduled issue becomes inconsequential. Accordingly it is ordered that the terms of form 'H' be treated as a part of the award and it is further ordered.

ORDER

Let an award be and same is passed accordingly. Copy of the award be sent to the Ministry of Labour and Employment, Government of India, New Delhi.

MANORANJAN PATTAIK, Presiding Officer
EASTERN COALFIELDS LIMITED
A Subsidiary of Coal India Limited
Office of the Chief General Manager,
Kenda Area

Ref. No: Pers/KND/3/214

Date : 2-5-2008

Form -"H"

As per I. D. Act, 1947

Ref. Re-instatement of Bandhu Kole, UG Loader of Chora 7 & 9 Pits Colliery who was dismissed from Service for long absenteeism

Parties : Representing the Management : Sanjiv Kumar,
PM(I/C) Tapas Chakraborty, PM Chora 7 & 9
Pit.

Representing workman/Union : Sri S. K. Pandey,
General Secretary K. M. C. Union

Brief History of the Case : Sri Bandhu Kole, designated as UG Loader, U. Man No. : 505589 of Chora 7 & 9 Pits Colliery remained absent from his regular duty without permission and without information to the Competent Authority since 13-10-01. As such a chargesheet vide ref. No. ECL/CH/C-6B/2001/79 dated 7-12-01 under Section 26:29 & 26:23 of the Certified Standing Order was issue to him. Sri Kole submitted the reply of the

said chargesheet and the reply was not satisfactory. Domestic enquiry of the said chargesheet was conducted wherein Sri Kole participated. The Enquiry Officer submitted this enquiry report found him guilty of the charges. Considering the past performance, enquiry proceeding, enquiry report the Competent Authority awarded the punishment to Sri Kole discharge from his service vide letter No. Pers/KND/Term/303 dated 8/12-5-03.

The representative of K. M. C. Union take up the matter at HQ level for reinstatement of Sri Kole in service.

In this context, PM(L&IR), ECL, HQ vide his letter reference No. ECL/CMD/C-6D/IL/08/DA/Spl./391 dated 11-4-08 has communicated the decision of the Competent Authority for revocation of earlier termination order dated 8/12-5-03 and subsequent re-instatement in service of the concerned ex-employee.

Sri Bandhu Kole re-instate in service as UG Loader the following terms and conditions :—

"TERMS OF SETTLEMENT"

- (1) That, Sri Bandhu Kole will be reinstate in service as UG Loader of Chora 7 & 9 Pits Colliery but before the joining in service he should be declared medically fit for the job by the Area Medical Officer Kenda Area as he was out of Service for a long period. Shri Kole will be posted at Bahula Colliery after reinstate in Service.
- (2) That, Sri Bandhu Kole will not be paid any back wages or benefit for the idle period.
The idleness period will be treated as dies-non.
- (3) That the will be given continuity in service for the purpose of gratuity only. He will be re-instate in service subject to withdrawal all pending disputes.
- (4) That, the concerned workmen/Union will not be entitled to raise any dispute or to challenge the correctness of any points of this agreement before any Forum in future and he will also not put any claim for wages or any other benefit for the idle period in future.
- (5) That a copy of this agreement will be submitted before the ALC(C) Raniganj at Durgapur for his kind information and records.
- (6) That this terms of settlement has been made by the parties on this date on 2-5-08.

On behalf of the workman/
Union

On behalf of the
Management

(1) Sd/-

(1) Sd/-

(2) Sd/-

(2) Sd/-

नई दिल्ली, 16 जुलाई, 2009

None.

...

For the 2nd Party-
Workman.

को.आ. 2063.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतरनी आयरन माईन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 88/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2009 को प्राप्त हुआ था।

[सं. एल-26012/11/2002-आई.आर.(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 16th July, 2009

S.O. 2063.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 88/2002) of the Central Government Industrial Tribunal/Labour Court, Bhubaneshwar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarini Iron Mines and their workman, which was received by the Central Government on 16-7-2009.

[No. L-26012/11/2002-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
BHUBANESHWAR**

Present : Sri N. K. R. Mohapatra,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneshwar.

Industrial Dispute Case No. 88/2002

Date of Passing Award-7th May 2009

(Rourkela Camp)

BETWEEN

The Management of the Agent,
Baitarini Iron Mines of Dr. Sarojini Pradhan,
At./Po. Barbil, Dist. Keonjhar, Orissa-758035.

...1st Party-Management

AND

Their Workman Smt. Jatri Patra,
W/o. Mitrabhanu Patra,
At./Po. Dhobakuchuda, Via-Champur,
Dist. Keonjhar, Orissa.

...2nd Party-Workman

APPEARANCES

Mr. R. N. Rath,
Legal Adviser

...

For the 1st Party-
Management.

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication *vide* their Order No.L-26012/11/2002-IR(M), dated 8-10-2002.

“Whether the action of the management of Baitarini Iron Mines of Dr. S. Pradhan, At./Po. Barbil, Dist. Keonjhar, in terminating the services of Smt. Jatri Patra W/o Mitrabhanu Patra, At./Po. Dhobakuchuda, Via: Champua Dist. Keonjhar, PRW with effect from 1-4-2000 without serving any notice and without following the provisions of Industrial Disputes Act, 1947 is justified? If not, what relief the workman is entitled to?”

2. It is alleged by the workman in her claim statement that she joined in the Baitarini Iron Mines of Dr. Sarojini Pradhan in May 1989 to work as Miner. While she has worked as such continuously she all of a sudden was refused employment with effect from 1-4-2000 without any advance notice or any terminal benefits being paid to her. She was told that, her termination was due to lack of mining activities and that once the production of minerals commences she would be intimated later. It is further alleged by the workman that thereafter she was never called to work and, therefore, she made a representation for her reinstatement with full back wages and then due to apathetic attitude of Management she raised an Industrial Dispute.

3. In the written statement the 1st Party-Management alleged that the workman was never engaged on regular basis. Rather herself and few others were engaged in the mine on piece rated basis as and when necessary upon their offering to work and they were being paid depending upon the quantum of work performed by them each day. It is further alleged that during non-engagement period these piece rated workers used to work in other mines on daily rated basis. So far as the case of the workman is concerned it is further submitted by the Management that the workman having worked for some days as a piece rated worker did not turn up for work voluntarily much before the alleged date of termination and as such the allegations of the workman that he was refused employment from 1-4-2000 without any advance notice of terminal benefits is nothing but a myth and fictitious story. It is further contended by the Management that the present reference is the brain child of one Shri B. S. Pati, the General Secretary of the so called North Orissa Workers Union with which the Management had got no connection. It is alleged that this and several other cases have been mooted against the

Management at the behest of Shri B. S. Pati, an outside Trade Unionist for his ulterior motive.

4. From the record it transpires that, ever since the inception of the case Shri B. S. Pati, General Secretary, North Orissa Workers' Union is alone appearing on behalf of the workman as her authorized representative. In one such case between the Management and its workers Shri Pati was declared incompetent to represent the piece rated workers of Baitarani Iron Mines for the reason that these workers were not belonging to the aforesaid Union in O. J. C. 17216/2001 the Hon'ble Court in an alike manner has held that Shri B. S. Pati the General Secretary of the North Orissa workers Union is not competent to represent one Shri Madhusudhan Naik a worker of the Management-Company. In the present case also except Shri Pati the workman has never appeared. Though the workman was specifically asked to appear today, she has failed to appear. Rather Shri Pati as usual appeared though he has no locus standi to represent the workman. As a result the workman was set exparte and the evidence of the Management through affidavit was accepted.

5. From the aforesaid evidence as adduced by the Management it transpires that the disputant-workman and few others were engaged as and when required as piece rated worker and they were being paid on the basis of quantum of work performed by them whenever engaged. In the claim statement the workman has of course stated that she was taken to employment in May 1989 and was refused employment on 1-4-2000. But there is no mention that, she was given such employment on regular basis and that she was issued with any letter of appointment. At Para-4 of the claim statement she further averred that when she approached the Management to know about her non-engagement she was told that for lack of mining activities she could not be engaged but she would be called upon again once the production of the materials is taken up. She further stated that when she was not intimated as to when such production would be taken up, she made a representation for her reinstatement with full back wages. These averments of the workman indirectly suggests that she was engaged as a piece rated worker as contended by the Management. Besides the evidence of the Management shows that the workman has abandoned the job long before the alleged date of termination and as such the allegations of the workman that he was terminated on 1-4-2000 appears to be unbelievable for want of any evidence being adduced from his side. On the other hand the time to time participation of Shri B. S. Pati to represent the workman further strengthens the belief, as contended by the Management, that the case has been mooted at the behest of Shri Pati, an outsider Trade Unionist with whom the disputant has no legal connection.

6. In view of the above and for lack of any evidence from the side of the workman it is held that there is no merit

in the dispute and accordingly the reference is answered exparte against the workman.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 16 जुलाई, 2009

का.आ. 2064.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतरनी आयरन माईन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 87/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2009 को प्राप्त हुआ था।

[सं. एल-26012/10/2002-आई.आर.(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 16th July, 2009

S.O. 2064.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 87/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarini Iron Mines and their workman, which was received by the Central Government on 16-7-2009.

[No. L-26012/10/2002-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present :

Shri N. K. R. Mohapatra,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Industrial Dispute Case No. 87/2002

Date of Passing Award-7th May, 2009

(Rourkela Camp)

BETWEEN

The Management of the Agent,
Baitarini Iron Mines of Dr. Sarojini Pradhan,
At./Po. Babril, Distt. Keonjhar, Orissa-758035.

1st Party-Management

(AND)

Their Workman Smt. Kumari Lalita Munda,
D/o. Togo Munda, At. Gobindpur,
P.O. Birkela, Distt. Keonjhar, Orissa.

2nd Party-Workman

APPEARANCES

Mr. R. N. Rath, Legal Advisor	...	For the 1st Party Management.
None.	...	For the 2nd Party- Workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication *vide* their Order No. L-26012/10/2002-IR(M), dated 8-10-2002.

“Whether the action of the management of Baitarani Iron Mines of Dr. S. Pradhan, At./Po. Barbil, Distt. Keonjhar, in terminating the services of Kumari Lalita, D/o. Togo Munda, At. Gobindpur, P.O., Birkela, Distt. Keonjhar, PRW with effect from 31-12-1999 without serving any notice and without following the provisions of Industrial Disputes Act, 1947 is justified? If not, what relief the workman is entitled to?”

2. It is alleged by the workman in her claim statement that she joined in the Baitarani Iron Mines of Dr. Sarojini Pradhan in November, 1993 to work as a Miner. While she has worked as such continuously she all of a sudden was refused employment with effect from 31-12-1999 without any advance notice or any terminal benefits being paid to her. She was told that, her termination was due to lack of mining activities and that once the production of minerals commences she would be intimated later. It is further alleged by the workman that thereafter she was never called to work and therefore she made a representation for her reinstatement with full back wages and then due to apathetic attitude of Management she raised an Industrial Disputes.

3. In the written statement the 1st Party-Management alleged that the workman was never engaged on regular basis. Rather herself and few others were engaged in the mine on piece rated basis as and when necessary upon their offering to work and they were being paid depending upon the quantum of work performed by them each day. It is further alleged that during non-engagement period these piece rated workers used to work in other mines on daily rated basis. So far as the case of the workman is concerned it is further submitted by the Management that having worked for some days the disputant-workman did not offer herself for work from 22-11-1999 on-wards and as such the allegations of the workman that she was refused employment from 31-12-1999 without any advance notice or terminal benefits is nothing but myth and fictitious story. It is further contended by the Management that the present reference is the brain child of one Shri B. S. Pati, the General Secretary of the so-called North Orissa Workers Union

with which the Management had got no connection. It is alleged that this and several other cases have been mooted against the Management at the behest of Shri B. S. Pati, an outside Trade Unionist for his ulterior motive.

4. From the record it transpires that, ever since the inception of the case Shri B. S. Pati, General Secretary, North Orissa Workers Union is alone appearing on behalf of the workman as her authorized representative. In one such case between the Management and its workers Shri Pati was declared incompetent to represent the piece rated workers of Baitarani Iron Mines for the reason that these workers were not belonging to the aforesaid Union. In O. J. C. 17216/2001 the Hon'ble Court in an alike manner has held that Shri B. S. Pati the General Secretary of the North Orissa Workers Union is not competent to represent one Shri Madhusudhan Naik a worker of the Management-Company. In the present case also except Shri Pati the workman has never appeared. Though the workman was specifically asked to appear today, she has failed to appear. Rather Shri Pati as usual appeared though he has no *locustandi* to represent the workman. As a result the workman was set *exparte* and the evidence of the Management through affidavit was accepted.

5. From the aforesaid evidence as adduced by the Management it transpires that the disputant-workman and few others were engaged as and when required as piece rated worker and they were being paid on the basis of quantum of work performed by them whenever engaged. In the claim statement the workman has of course stated she was taken to employment in November, 1993 and was refused employment on 31-12-1999. But there is no mention that, she was given such employment on regular basis and that she was issued with any letter of appointment. At Para-4 of the claim statement she further averred that when she approached the Management to know about her non-engagement she was told that for lack of mining activities she could not be engaged but she would be called upon again once the production of materials is taken up. She further stated that when she was not intimated as to when such production would be taken up, she made a representation for her reinstatement with full back wages. These averments of the workman indirectly suggests that she was engaged as a piece rated worker as contended by the Management. On the other hand the time to time participation of Shri B. S. Pati to represent the workman further strengthens the belief, as contended by the Management, that the case has been mooted at the behest of Shri Pati, an outsider Trade Unionist with whom the disputant has no legal connection.

6. In view of the above and for lack of any evidence from the side of the workman it is held that there is no merit in the dispute and accordingly the reference is answered *exparte* against the workman.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 16 जुलाई, 2009

का.आ. 2065.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतरनी आयरन माईन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 86/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2009 को प्राप्त हुआ था।

[सं. एल-26012/9/2002-आई.आर. (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 16th July, 2009

S.O. 2065.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.86/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarini Iron Mines and their workman, which was received by the Central Government on 16-7-2009.

[No. L-26012/9/2002-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT
BHUBANESWAR**

Present :

Shri N. K. R. Mohapatra,
Presiding Officer, C. G. I. T.-Cum Labour
Court, Bhubaneswar

Industrial Dispute Case No. 86/2002

Date of Passing Award 7th May, 2009

(Rourkela Camp)

BETWEEN

The Management of the Agent,
Baitarini Iron Mines of Dr. Sarojini Pradhan,
At./P.O. Babril, Distt. Keonjhar, Orissa-758 035

... 1st Party-Management

(AND)

Their Workman Smt. Nanika Munda,
W/o Biju Munda, At. Gobindpur,
P.O. Birkela, Distt. Keonjhar, Orissa

... 2nd Party-Workman

APPEARANCES

Mr. R. N. Rath, : For the 1st Party-
Legal Adviser Management

None : For the 2nd Party-
Workman

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/9/2002 IR (M), dated 9-10-2002.

"Whether the action of the Management of Baitarini Iron Mines of Dr. S. Pradhan, At./P.O. Barbil, Distt. Keonjhar, in terminating the services of Smt. Nanika Munda, W/o. Biju Munda, At. Gobindpur, P.O., Birkela, Distt. Keonjhar, PRW with effect from Aug. 5-1-2000 without serving any notice and without following the provisions of Industrial Disputes Act, 1947 is justified? If not, what relief the workman is entitled to?"

2. It is alleged by the workman in her claim statement that she joined in the Baitarini Iron Mines of Dr. Sarojini Pradhan in February, 1988 to work as a Miner. While she has worked as such continuously she all of a sudden was refused employment with effect from 5-1-2000 without any advance notice or any terminal benefits being paid to her. She was told that, her termination was due to lack of mining activities and that once the production of minerals commences she would be intimated later. It is further alleged by the workman that thereafter she was never called to work and therefore she made a representation for her reinstatement with full back wages and then due to apathetic attitude of Management she raised an Industrial Disputes.

3. In the written statement the 1st Party-Management alleged that the workman was never engaged on regular basis. Rather herself and few others were engaged in the mine on piece rated basis as and when necessary upon their offering to work and they were being paid depending upon the quantum of work performed by them each day. It is further alleged that during non-engagement period these piece rated workers used to work in other mines on daily rated basis. So far as the case of the workman is concerned it is further submitted by the Management that on 5-1-2000 the disputant was very much working in the mine and as such the allegations of the workman that she was refused employment from 5-1-2000 without any advance notice or terminal benefits is nothing but a myth and fictitious story. It is further contended by the Management that the present reference is the brain child of one Shri B. S. Pati, the General Secretary of the so called North Orissa Workers Union with which the Management had got no connection. It is alleged that this and several other cases have been mooted against the Management at the behest of Shri B. S. Pati, an outside Trade unionist for his ulterior motive.

4. From the record it transpires that, ever since the inception of the case Shri B. S. Pati, General Secretary, North Orissa Workers Union is alone appearing on behalf of the workman as her authorized representative. In one such case between the Management and its workers Shri Pati was declared incompetent to represent the piece

rated workers of Baitarani Iron Mines for the reason that these workers were not belonging to the aforesaid Union. In O. J. C. 17216/2001 the Hon'ble Court in an alike Manner has held that Shri B. S. Pati, the General Secretary of the North Orissa Workers' Union is not competent to represent one Shri Madhusudhan Naik, a worker of the Management-Company. In the present case also except Shri Pati, the workman has never appeared. Though the workman was specifically asked to appear today, she has failed to appear. Rather Shri Pati as usual appeared though he has no locus standi to represent the workman. As a result the workman was set ex-parte and the evidence of the Management through affidavit was accepted.

5. From the aforesaid evidence as adduced by the Management it transpires that the disputant-workman and few others were engaged as and when required as piece rated worker and they were being paid on the basis of quantum of work performed by them whenever engaged. In the claim statement the workman has ofcourse stated that she was taken to employment in Feb. 1988 and was refused employment on 5-1-2000. But there is no mention that, she was given such employment on regular basis and that she was issued with any letter of appointment. At Para-4 of the claim statement she further averred that when she approached the Management to know about her non-engagement she was told that for lack of mining activities she could not be engaged but she would be called upon again once the production of the materials is taken up. She further stated that when she was not intimated as to when such production would be taken up, she made a representation for her reinstatement with full back wages. These averments of the workman indirectly suggests that she was engaged as a piece rated worker as contended by the Management. On the other hand, the time to time participation of Shri B. S. Pati to represent the workman further strengthens the belief, as contended by the Management, that the case has been mooted at the behest of Shri Pati, as outsider Trade Unionist with whom the disputant has no legal connection.

6. In view of the above and for lack of any evidence from the side of the workman it is held that there is no merit in the dispute and, accordingly, the reference is answered ex-parte against the workman.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 16 जुलाई, 2009

का.आ. 2066.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतरनी आयरन माईन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 85/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2009 को प्राप्त हुआ था।

[सं. एल-26012/8/2002-आई.आर.(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 16th July, 2009

S.O. 2066.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 85/2002) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarani Iron Mines and their workman, which was received by the Central Government on 16-7-2009.

[No. L-26012/8/2002-IR (M)]

KAMAL BAKHRU, Desk Officer
ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR**

Present :

Shri N. K. R. Mohapatra,
Presiding Officer, C. G. I. T.-cum-Labour
Court, Bhubaneswar.

Industrial Dispute Case No. 85/2002

Date of Passing Award—7th May, 2009

(Rourkela Camp)

BETWEEN

The Management of the Agent,
Baitarani Iron Mines of Dr. Sarojini Pradhan,
At./P.O. Babril, Dist. Keonjhar, Orissa-758 035

...1st Party-Management.

AND

Their Workman Smt. Indu Mohakud,
W/o Roya Mohakud, At. Ramchandrapur,
P.O. Basudevpur, Dist. Keonjhar, Orissa.

...2nd Party-Workman.

APPEARANCES

Mr. R. N. Rath, : For the 1st Party-
Legal Adviser Management.

None : For the 2nd Party-
Workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/8/2002-IR (M), dated 8-10-2002:

"Whether the action of the Management of Baitarani Iron Mines of Dr. S. Pradhan, At./P.O. Barbil, Dist. Keonjhar, in terminating the services of Smt. Indu Mohakud, W/o. Roya Mohakud, At. Ramchandrapur, P.O. Basudevpur, Dist. Keonjhar, PRW with effect from Aug. 1999 without serving any notice and without following the provisions of Industrial Disputes Act, 1947 is justified? If not, what relief the workman is entitled to?"

2. It is alleged by the workman in her claim statement that she joined in the Baitarani Iron Mines of Dr. Sarojini Pradhan in June, 1988 to work as a Miner. While she has worked as such continuously she all of a sudden was refused employment with effect from Aug. 1999 without any advance notice or any terminal benefits being paid to her. She was told that, her termination was due to lack of mining activities and that once the production of minerals commences she would be intimated later. It is further alleged by the workman that thereafter she was never called to work and, therefore, she made a representation for her reinstatement with full back wages and then due to apathetic attitude of Management she raised an Industrial Dispute.

3. In the written statement the 1st Party-Management alleged that the workman was never engaged on regular basis. Rather herself and few others were engaged in the mine on piece-rated basis as and when necessary upon their offering to work and they were being paid depending upon the quantum of work performed by them each day. It is further alleged that during non-engagement period these piece rated workers used to work in other mines on daily rated basis. So far as the case of the workman is concerned it is further submitted by the Management that having worked for some days the disputant-workman did not offer herself for work from 28-9-1999 onwards and as such the allegations of the workman that she was refused employment from Aug. 1999 without any advance notice or terminal benefits is nothing but a myth and fictitious story. Further her engagement being on piece-rate basis as and when required, her non-engagement does not amount to retrenchment and, therefore, the provisions of Section 25-F of the Industrial Disputes Act is of no avail. It is further contended by the Management that the present reference is the brain child of one Shri B. S. Pati, the General Secretary of the so-called North Orissa Workers' Union with which the Management had got no connection. It is alleged that this and several other cases have been mooted against the Management at the behest of Shri B. S. Pati, an outside Trade unionist for his ulterior motive.

4. From the record it transpires that, ever since the inception of the case Shri B. S. Pati, General Secretary, North Orissa Workers' Union is alone appearing on behalf of the workman as her authorized representative. In one such case between the Management and its workers Shri Pati was declared incompetent to represent the piece-rated workers of Baitarani Iron Mines for the reason that these workers were not belonging to the aforesaid Union. In O. J. C. 17216/2001 the Hon'ble Court in an alike Manner has held that Shri B. S. Pati, the General Secretary of the North Orissa Workers' Union is not competent to represent one Shri Madhusudhan Naik, a worker of the Management-Company. In the present case also except Shri Pati the workman has never appeared. Though the workman was specifically asked to appear today, she has

failed to appear. Rather Shri Pati as usual appeared though he has no locus standi to represent the workman. As a result the workman was set ex-parte and the evidence of the Management through affidavit was accepted.

5. From the aforesaid evidence as adduced by the Management it transpires that the disputant-workman and few others were engaged as and when required as piece-rated worker and they were being paid on the basis of quantum of work performed by them whenever engaged. In the claim statement the workman has of-course stated that she was taken to employment in June 1988 and was refused employment in Aug. 1999. But there is no mention that, she was given such employment on regular basis and that she was issued with any letter of appointment. At Para.-4 of the claim statement she further averred that when she approached the Management to know about her non-engagement she was told that for lack of mining activities she could not be engaged but she would be called upon again once the production of the materials is taken up. She further stated that when she was not intimated as to when such production would be taken up, she made a representation for her reinstatement with full back wages. These averments of the workman indirectly suggests that she was engaged as a piece-rated worker as contended by the Management. On the other hand the time to time participation of Shri B. S. Pati to represent the workman further strengthens the belief, as contended by the Management, that the case has been mooted at the behest of Shri Pati, an outsider Trade Unionist with whom the disputant has no legal connection.

6. In view of the above and for lack of any evidence from the side of the workman it is held that there is no merit in the dispute and, accordingly, the reference is answered ex-parte against the workman.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 16 जुलाई, 2009

का.आ. 2067.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतरनी आयरन माइन्स के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 84/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2009 को प्राप्त हुआ था।

[सं. एल-26012/7/2002-आई.आर.(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 16th July, 2009

S.O. 2067.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 84/2002) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarani Iron Mines and their

workman, which was received by the Central Government on 16-7-2009.

[No. L-26012/7/2002-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
BHUBANESWAR**

Present :

Shri N. K. R. Mohapatra,
Presiding Officer, C. G. I. T.-cum Labour
Court, Bhubaneswar

Industrial Dispute Case No. 84/2002

Date of Passing Award 7th May, 2009

(Rourkela Camp)

BETWEEN

The Management of the Agent,
Baitarini Iron Mines of Dr. Sarojini Pradhan,
At./P.O. Babril, Distt. Keonjhar, Orissa-758 035

1st Party-Management

AND

Their Workman Smt. Parbati Lohar,
W/o Ghano Lohar, At./PO. Dhobakuchuda,
Via.-Champua,
Distt. Keonjhar, Orissa

2nd Party-Workman

APPEARANCES

Mr. R. N. Rath,	:	For the 1st Party-
Legal Adviser		Management
None	:	For the 2nd Party-
		Workman

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/7/2002-IR (M), dated 8-10-2002.

"Whether the action of the Management of Baitarini Iron Mines of Dr. S. Pradhan, At./P.O. Barbil, Distt. Keonjhar, in terminating the services of Smt. Parbati Lohar, W/o. Ghano Lohar, At. P.O. Dhobakuchuda, Via.-Champua, Distt. Keonjhar, PRW with effect from 1-10-1999 without serving any notice and without following the provisions of Industrial Disputes Act, 1947 is justified? If not, what relief the workman is entitled to?"

2. It is alleged by the workman in her claim statement that she joined in the Baitarini Iron Mines of Dr. Sarojini Pradhan in June, 1992 to work as a Miner. While she has worked as such continuously she all of a sudden was refused employment with effect from 1-10-1999 without any advance notice or any terminal benefits being paid to her.

She was told that, her termination was due to lack of mining activities and that once the production of minerals commences she would be intimated later. It is further alleged by the workman that thereafter she was never called to work and therefore she made a representation for her reinstatement with full back wages and then due to apathetic attitude of Management she raised an Industrial Disputes.

3. In the written statement the 1st Party-Management alleged that the workman was never engaged on regular basis. Rather herself and few others were engaged in the mine on piece rated basis as and when necessary upon their offering to work and they were being paid depending upon the quantum of work performed by them each day. It is further alleged that during non-engagement period these piece rated workers used to work in other mines on daily rated basis. So far as the case of the workman is concerned it is further submitted by the Management that having worked for some days the disputant-workman did not offer herself for work 1-10-1999 on words and as such the allegations of the workman that she was refused employment from 1-10-1999 without any advance notice or terminal benefits is nothing but a myth and fictitious story. Further her engagement being on piece rate basis as and when required, her non-engagement does not amount to retrenchment and therefore the provisions of Section 25-F of the Industrial Disputes Act is of no avail. It is further contended by the Management that the present reference is the brain child of one Shri B. S. Pati, the General Secretary of the so called North Orissa Workers Union with which the Management had got no connection. It is alleged that this and several other cases have been mooted against the Management at the behest of Shri B. S. Pati, an outside Trade unionist for his ulterior motive.

4. From the record it transpires that, ever since the inception of the case Shri B. S. Pati, General Secretary, North Orissa Workers Union is alone appearing on behalf of the workman as her authorized representative. In one such case between the Management and its workers Shri Pati was declared incompetent to represent the piece rated workers of Baitarini Iron Mines for the reason that these workers were not belonging to the aforesaid Union. In O. J. C. 17216/2001 the Hon'ble Court in an alike Manner has held that Shri B. S. Pati the General Secretary of the North Orissa Workers Union is not competent to represent one Shri Madhusudhan Naik a worker of the Management-Company. In the present case also except Shri Pati the workman has never appeared. Though the workman was specifically asked to appear today, she has failed to appear. Rather Shri Pati as usual appeared though he has no locustandi to represent the workman. As a result the workman was set exparte and the evidence of the Management through affidavit was accepted.

5. From the aforesaid evidence as adduced by the Management it transpires that the disputant-workman and few others were engaged as and when required as piece

rated worker and they were being paid on the basis of quantum of work performed by them whenever engaged. In the claim statement the workman has of course stated that she was taken to employment in 1992 and was refused employment on 1-10-1999. But there is no mention that, she was given such employment on regular basis and that she was issued with any letter of appointment. At Para-4 of the claim statement she further averred that when she approached the Management to know about her non-engagement she was told that for lack of mining activities she could not be engaged but she would be called upon again once the production of the materials is taken up. She further stated that when she was not intimated as to when such production would be taken up, she made a representation for her reinstatement with full back wages. These averments of the workman indirectly suggests that she was engaged as a piece rated worker as contended by the Management. On the other hand the time to time participation of Shri B. S. Pati to represent the workman further strengthens the belief, as contended by the Management, that the case has been mooted at the behest of Shri Pati, an outsider Trade Unionist with whom the disputant has no legal connection.

6. In view of the above and for lack of any evidence from the side of the workman it is held that there is no merit in the dispute and accordingly the reference is answered exparte against the workman.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 16 जुलाई, 2009

का.आ. 2068.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतरनी आयरन माईन्स के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 83/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2009 को प्राप्त हुआ था।

[सं. एल-26012/6/2002-आई.आर.(एम)]
कमल बाखरू, डेस्क अधिकारी

New Delhi, the 16th July, 2009

S.O. 2068.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 83/2002) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarini Iron Mines and their workman, which was received by the Central Government on 16-7-2009.

[No. L-26012/6/2002-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
BHUBANESWAR

Present :

Shri N. K. R. Mohapatra,
Presiding Officer, C. G. I. T.-cum-Labour
Court, Bhubaneswar

Industrial Dispute Case No. 83/2002

Date of Passing Award 7th May, 2009

(Rourkela Camp)

BETWEEN

The Management of the Agent,
Baitarini Iron Mines of Dr. Sarojini Pradhan,
At./P.O. Babril, Distt. Keonjhar, Orissa-758 035

...1st Party-Management

AND

Their Workman Smt. Jano Munda,
W/o Nanda Munda, At. Gobindpur,
P.O. Birkela, Via-Joda,
Distt. Keonjhar, Orissa

...2nd Party-Workman

APPEARANCES

Mr. R. N. Rath,	:	For the 1st Party-
Legal Adviser		Management
None	:	For the 2nd Party-
		Workman

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/6/2002-IR (M), dated 17-10-2002.

"Whether the action of the Management of Baitarini Iron Mines of Dr. S. Pradhan, At./P.O. Barbil, Distt. Keonjhar, in terminating the services of Smt. Jano Munda, W/o. Nanda Munda, At. Gobindpur, P.O. Birkela, Via-Joda, Distt. Keonjhar, PRW with effect from 5-1-2000 without serving any notice and without following the provisions of Industrial Disputes Act, 1947 is justified? If not, what relief the workman is entitled to?"

2. It is alleged by the workman in her claim statement that she joined in the Baitarini Iron Mines of Dr. Sarojini Pradhan in 1989 to work as a Miner. While she has worked as such continuously she all of a sudden was refused employment with effect from 5-1-2000 without any advance notice or any terminal benefits being paid to her. She was told that, her termination was due to lack of mining activities and that once the production of minerals commences she would be intimated later. It is further alleged by the workman that thereafter she was never called to work and therefore she made a representation for her reinstatement with full back wages and then due to apathetic attitude of Management she raised an Industrial Disputes.

3. In the written statement the 1st Party-Management alleged that the workman was never engaged on regular basis. Rather herself and few others were engaged in the mine on piece rated basis as and when necessary upon their offering to work and they were being paid depending upon the quantum of work performed by them each day. It is further alleged that during non-engagement period these piece rated workers used to work in other mines on daily rated basis. So far as the case of the workman is concerned it is further submitted by the Management that having worked for some days the disputant-workman did not offer herself for work from 9-11-1999 on words and as such the allegations of the workman that she was refused employment from 5-1-2000 without any advance notice or terminal benefits is nothing but a myth and fictitious story. Further her engagement being on piece rate basis as and when required, her non-engagement does not amount to retrenchment and therefore the provisions of Section 25-F of the Industrial Disputes Act is of no avail, It is further contended by the Management that the present reference is the brain child of one Shri B. S. Pati, the General Secretary of the so called North Orissa Workers Union with which the Management had got no connection. It is alleged that this and several other cases have been mooted against the Management at the behest of Shri B. S. Pati, an outside Trade Unionist for his ulterior motive.

4. From the record it transpires that, ever since the inception of the case Shri B. S. Pati, General Secretary, North Orissa Workers Union is alone appearing on behalf of the workman as her authorized representative. In one such case between the Management and its workers Shri Pati was declared incompetent to represent the piece rated workers of Baitarani Iron Mines for the reason that these workers were not belonging to the aforesaid Union. In O. J. C. 17216/2001 the Hon'ble Court in an alike Manner has held that Shri B. S. Pati the General Secretary of the North Orissa Workers Union is not competent to represent one Shri Madhusudhan Naik a worker of the Management-Company. In the present case also except Shri Pati the workman has never appeared. Though the workman was specifically asked to appear today, she has failed to appear. Rather Shri Pati as usual appeared though he has no locus standi to represent the workman. As a result the workman was set ex parte and the evidence of the Management through affidavit was accepted.

5. From the aforesaid evidence as adduced by the Management it transpires that the disputant-workman and few others were engaged as and when required as piece rated worker and they were being paid on the basis of quantum of work performed by them whenever engaged. In the claim statement the workman has of course stated that she was taken to employment in June 1989 and was refused employment in 5-1-2000. But there is no mention that, she was given such employment on regular basis and that she was issued with any letter of appointment. At Para-4 of the claim statement she further averred that when she approached the Management to know about her non-engagement she was told that for lack of mining activities

she could not be engaged but she would be called upon again once the production of the materials is taken up. She further stated that when she was not intimated as to when such production would be taken up, she made a representation for her reinstatement with full back wages. These averments of the workman indirectly suggests that she was engaged as a piece rated worker as contended by the Management. On the other hand the time to time participation of Shri B. S. Pati to represent the workman further strengthens the belief, as contended by the Management, that the case has been mooted at the behest of Shri Pati, as outsider Trade Unionist with whom the disputant has no legal connection.

6. In view of the above and for lack of any evidence from the side of the workman it is held that there is no merit in the dispute and accordingly the reference is answered ex parte against the workman.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 16 जुलाई, 2009

का.आ. 2069.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतरनी आयरन माईन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 82/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2009 को प्राप्त हुआ था।

[सं. एल-26012/5/2002-आई.आर.(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 16th July, 2009

S.O. 2069.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 82/2002) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarani Iron Mines and their workman, which was received by the Central Government on 16-7-2009.

[No. L-26012/5/2002-I/R (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR

Present :

Shri N. K. R. Mohapatra,
Presiding Officer, C. G. I. T.-cum-Labour
Court, Bhubaneswar

Industrial Dispute Case No. 82/2002

Date of Passing Award 7th May, 2009

(Rourkela Camp)

BETWEEN

The Management of the Agent,
Baitarani Iron Mines of Dr. Sarojini Pradhan,
At./P.O. Babril, Distt. Keonjhar, Orissa-758 035

... 1st Party-Management

AND

Their Workman Kumari Sambari Munda,
D/o. Budon Munda, At Gobindpur,
P.O. Birkela, Via.-Joda, Dist. Keonjhar,
Orissa

... 2nd Party-Workman

APPEARANCES

Mr. R. N. Rath,	:	For the 1st Party-
Legal Adviser	:	Management
None	:	For the 2nd Party-
	:	Workman

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/5/2002-IR (M), dated 17-10-2002.

"Whether the action of the Management of Baitarani Iron Mines of Dr. S. Pradhan, At./P.O. Barbil, Distt. Keonjhar, in terminating the services of Kumari Sambari Munda, D/o. Budon Munda, At Gobindpur, P.O. Birkela, Via.-Joda, Dist. Keonjhar, PRW with effect from 5-1-2000 without serving any notice and without following the provisions of Industrial Disputes Act, 1947 is justified? If not, what relief the workman is entitled to?"

2. It is alleged by the workman in her claim statement that she joined in the Baitarani Iron Mines of Dr. Sarojini Pradhan in June, 1993 to work as a Miner. While she has worked as such continuously she all of a sudden was refused employment with effect from 5-1-2000 without any advance notice or any terminal benefits being paid to her. She was told that, her termination was due to lack of mining activities and that once the production of minerals commences she would be intimated later. It is further alleged by the workman that thereafter she was never called to work and therefore she made a representation for her reinstatement with full back wages and then due to apathetic attitude of Management she raised an Industrial Disputes.

3. In the written statement the 1st Party-Management alleged that the workman was never engaged on regular basis. Rather herself and few others were engaged in the mine on piece rated basis as and when necessary upon their offering to work and they were being paid depending upon the quantum of work performed by them each day. It is further alleged that during non-engagement period these piece rated workers used to work in other mines on daily rated basis. So far as the case of the workman is concerned it is further submitted by the Management that having worked for some days the disputant-workman did not offer herself for work 27-9-1999 on words and as such the allegations of the workman that she was refused employment from 5-1-2000 without any advance notice or terminal benefits is nothing but a myth and fictitious story. Further her engagement being on piece rate

basis as and when required, her non-engagement does not amount to retrenchment and therefore the provisions of Section 25-F of the Industrial Disputes Act is of no avail. It is further contended by the Management that the present reference is the brain child of one Shri B. S. Pati, the General Secretary of the so called North Orissa Workers Union with which the Management had got no connection. It is alleged that this and several other cases have been mooted against the Management at the behest of Shri B. S. Pati, an outside Trade unionist for his ulterior motive.

4. From the record it transpires that, ever since the inception of the case Shri B. S. Pati, General Secretary, North Orissa Workers Union is alone appearing on behalf of the workman as her authorized representative. In one such case between the Management and its workers Shri Pati was declared incompetent to represent the piece rated workers of Baitarani Iron Mines for the reason that these workers were not belonging to the aforesaid Union. In O. J. C. 17216/2001 the Hon'ble Court in an alike Manner has held that Shri B. S. Pati the General Secretary of the North Orissa Workers Union is not competent to represent one Shri Madhusudhan Naik a worker of the Management-Company. In the present case also except Shri Pati the workman has never appeared. Though the workman was specifically asked to appear today, she has failed to appear. Rather Shri Pati as usual appeared though he has no locustandi to represent the workman. As a result the workman was set exparte and the evidence of the Management through affidavit was accepted.

5. From the aforesaid evidence as adduced by the Management it transpires that the disputant-workman and few others were engaged as and when required as piece rated worker and they were being paid on the basis of quantum of work performed by them whenever engaged. In the claim statement the workman has of course stated that she was taken to employment in June 1993 and was refused employment in 5-1-2000. But there is no mention that, she was given such employment on regular basis and that she was issued with any letter of appointment. At Para-4 of the claim statement she further averred that when she approached the Management to know about her non-engagement she was told that for lack of mining activities she could not be engaged but she would be called upon again once the production of the materials is taken up. She further stated that when she was not intimated as to when such production would be taken up, she made a representation for her reinstatement with full back wages. These averments of the workman indirectly suggests that she was engaged as a piece rated worker as contended by the Management. On the other hand the time to time participation of Shri B. S. Pati to represent the workman further strengthens the belief, as contended by the Management, that the case has been mooted at the behest of Shri Pati, as outsider Trade Unionist with whom the disputant has no legal connection.

6. In view of the above and for lack of any evidence from the side of the workman it is held that there is no merit in the dispute and accordingly the reference is answered exparte against the workman.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 16 जुलाई, 2009

का. आ. 2070.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 01/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2009 को प्राप्त हुआ था।

[सं. एल-26011/10/2003-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 16th July, 2009

S. O. 2070.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 01/2004) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the Employers in relation to the management of the SAIL and their workman, which was received by the Central Government on 16-7-2009.

[No. L-26011/10/2003-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present : Shri N. K. R. Mohapatra, Presiding Officer,
C. G. I. T-cum-Labour Court, Bhubaneswar.

Industrial Dispute Case No. 1/2004

Date of Passing Award: 8th May, 2009 (Rourkela Camp)

BETWEEN

The Management of the Executive Director
SAIL, 10th Camac Street, Calcutta,
Kolkata-700017

.... 1st Party-Management

AND

Their Workmen represented through the Vice-President,
United Mines Mazdoor Union, At. Anil Smruti Sadan,
P.O. Barsuan, Sundargarh-770041.

.....2nd Party-Union.

APPEARANCES

M/s. S. L. Pattnaik, For the 1st Party-Management
Advocate.

M/s. D. Mahanta, For the 2nd Party-Union
Advocate

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following

dispute for adjudication vide their Order No. L-26011/10/2003-IR(M) dated 11-12-2003.

“Whether the demand of United Mines Mazdoor Union (CITU) At./Po. Barsua, Dist. Sundargarh for payment of an additional amount of Rs. 950 as bonus/ex-gratia for the financial year 1999-2000 to the employees of Captive Mines of Rourkela Steel Plant, i.e. Barsua Iron Mines, Tensa, Kalta Iron Mines, Kalta, Purnapani Lime Stone & Dolomite Quarry, and Raw Material Division, Rourkela at par with the employees of Steel Authority of India Ltd., Rourkela Steel Plant and RMD headquarters, Calcutta, is justified? If not, to what relief the workmen are entitled?”

2. After receipt of the reference both parties were noticed but till date no statement of claim has been filed by the 2nd Party-Union. The Union is also found absent today even though he was noticed afresh. The 1st Party-Management on the other hand appears and submitted about the non-maintainability of the present case by drawing the attention of the Tribunal to another Case I.D. No. 34/2003 arising out of Government Notification No. L-26011/7/2003-IR (M), dated 14-10-2003 On perusal of the present case and above noted I.D. Case it is gathered that the subject matter of the reference in these cases are same and similar in nature, Therefore, the present case which is latter in date is held to be not maintainable under law in as much as there cannot be two references for the self same dispute.

Accordingly the reference is answered.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 16 जुलाई, 2009

का. आ. 2071.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में. ओर्स इंडिया (प्रा.) लि. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 11/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2009 को प्राप्त हुआ था।

[सं. एल-29012/46/2000-आईआर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 16th July, 2009

S. O. 2071.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2000) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of M/s. Ores India (P.) Ltd. and their workman, which was received by the Central Government on 16-7-2009.

[No. L-29012/46/2000-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR

Present : Shri N. K. R. Mohapatra, Presiding Officer,
 C. G. I. T- cum-Labour Court, Bhubaneswar.

Industrial Dispute Case No. 11/2000

Date of Passing Award—7th May, 2009,
(Rourkela Camp)

BETWEEN

The Management of the (1) The Managing Director
 M/s. Ores India (P.) Ltd., Kalta Iron Mines of RMD, SAIL,
 At. Toda, P.O. Kalta, Sundergarh.

(2) The General Manager, Kalta Iron Mines, R.M.D.
 SAIL, Dist. Sundergarh.

(3) M/s. K.D. Sharma, Contractor, Kalta Iron Mines
 of SAIL, RMD At. Toda, P.O. Kalta Dist. Sundergarh.
 ... 1st Party-Management

AND

Their Workman Shri Ramesh Chandra Patra, Qr.
 No. F/35, Kalta Township, P.O. Kalta, Dist. Sundergarh.

... 2nd Party-Workman

APPEARANCES

M/s. N. G. Mukherjee, : For the 1st Party-
 Sr. Manager (HR) Management No. 1.

M/s. R. C. Tripathy, : For the 1st Party -
 Manager (Law) Management No. 2.

None : For the 1st Party-
 Management No. 3.

Shri. R. C. Patra. : For Himself, the
 2nd Party-Workman

AWARD

The Government of India in the Ministry of Labour,
 in exercise of Powers conferred by Clause (d) of sub-section
 (1) and sub-section 2(A) of Section 10 of the Industrial
 Disputes Act, 1947 (14 of 1947) have referred the following
 dispute for adjudication vide their Order No. L-29012/46/
 2000 -IR(M) dated 05-07-2000 :

“Whether the action of the Management of M/s.
 Ores India (P) Ltd., Contractor, Kalta Iron Ore Mines,
 SAIL, RMD by not allowing Shri Ramesh Chandra
 Patra, PRW, on duty with effect from 9-4-1999
 without conducting domestic enquiry violating the
 principles of natural justice is justified? If not, to
 what relief the workman is entitled?”

2. The above reference was originally between M/s.
 Ores India Limited and the workmen Shri Ramesh Ch. Patra.

On the prayer of the 2nd Party-workman the General
 Manager, Kalta Iron Mines and M/s. K.D. Sharma,
 Contractor were implemented as additional parties figuring
 as Management Nos. 2 and 3 respectively.

3. After the reference the workman filed his Claim
 statement alleging in nutshell that he was working as a
 contract labourer under the Contractor M/s. Ores India
 Limited (Management No. 1) for raising iron ores from the
 Kalta Iron Mines of the Management No. 2. But he was
 terminated by the Management No. 1 on 9-4-1999 without
 adhering to the provisions of Section 25-F of the Industrial
 Disputes Act. It is further alleged that on the ground of
 mis-conduct he was dis-engaged without resorting to any
 departmental enquiry and as such the entire action of the
 Management No. 1 is illegal and ultra vires. The 1st Party-
 Management No. 1 filed his counter contending that the
 workman misbehaved the Supervisor of Management
 No. 2 on 8-4-1999 and thereafter from 9-4-1999 did not attend
 to his work voluntarily. As a result he was issued with a
 notice on 30-4-1999 to join his duties and on his failure to
 do so he was again intimated to receive his unpaid wages
 for the Month of March but despite the same the workman
 neither joined in duty nor came forward to receive his
 wages for the month of March and thus abandoned the job
 and subsequently raised an Industrial Dispute on false
 and frivolous grounds. The Management No. 2 i.e. General
 Manager, Kalta Iron Mines in his show cause has
 contended that as per the B- Register Maintained by M/s.
 Ores India Limited (Management No. 1) the workman has
 not yet been terminated in as much as there is no entry to
 that effect in the said register and therefore the Management
 No. 2 is not in a position to speak about the alleged
 termination of the workman on 9-4-1999. The Management
 No. 3 i.e. M/s. K.D. Sharma in his counter has contended
 that since on the alleged date of termination the disputant
 was working under the Management No. 1 he is in no way
 involved in the dispute nor with the allegation of the
 disputant.

4. On the basis of the pleadings of the parties the
 following issues were framed.

ISSUES

1. Whether the schedule of the reference comes
 under the definition of Industrial Disputes?

2. Whether Shri Ramesh Chandra Patra, was not
 allowed to join in duty with effect from 9-4-1999 or he
 himself remained unauthorisedly absent from duty?

3. Whether the action of the Management by not
 allowing him without conducting domestic enquiry is
 justified?

4. If not, to what relief the workman is entitled to?

5. During trial, the workman as well as the
 Management No. 3 were set ex-parte for their Non-
 participation. The Management No. 2 alone examined one

of its witness while the Management No. 1 did not examine any witness.

FINDINGS

6. All the issues were taken up together as they are inter-linked.

Be it noted at the first instance that no evidence worth the name has been produced from the side of the workman as regards his alleged termination by M/s. Ores India (P) Limited Management No. 1. From the counter of the said Management it transpires that when workman remained absent unauthorizedly from 9-4-1999 he was issued with an notice to join in duty but it was of no consequence. The witness for the Management No. 2 (Principal Employer) contends that initially the workman has worked under contractor M/s. Ores India Limited (Management No. 1) and thereafter he continued for some times under M/s. K.D. Sharma (Management No. 3) and then again worked under M/s. Ores India Limited (Management No. 1) and that the fact of his termination by M/s. Ores India Limited was not known to him. In view of the aforesaid materials as available on record it is difficult to come to the conclusion that the workman was terminated illegally by M/s. Ores India Limited (Management No. 1) on 9-4-2009. As it seems from the counter of M/s. Ores India Limited the workman has abandoned the service from the above date after misbehaving the Supervisor of the Principal Employer and as such I find there no merits in the reference.

7. Accordingly the reference is answered.

N. K. R. MOHAPATRA, Presiding Officer

List of witnesses examined on behalf of the 2nd party-workman.

The 2nd party -workman has not examined a single witness.

List of documents exhibited on behalf of the 2nd party-workman.

The 2nd party -workman has not exhibited a single witness.

List of witnesses exhibited on behalf of the 1st party-Management No. 1.

The 1st Party-Management No. 1 has not examined a single witness.

List of documents exhibited on behalf of the 1st party-management No. 1.

The 1st Party-Management No. not exhibited a single witness.

List of witnesses exhibited on behalf of the 1st party-management no. 2.

M.W.-1- Shri Baisagu Mahakud.

List of documents exhibited on behalf of the 1st party-management No. 2.

Ext.-A-Copy of Form-B Register.

List of witnesses exhibited on behalf of the

1st party-Management No. 3.

The 1st Party-Management No.3 has not examined a single witness.

List of Documents exhibited on behalf of the 1st party-management No. 3.

The 1st Party- Management No. 3 has not exhibited a single witness.

नई दिल्ली, 17 जुलाई, 2009

का. आ. 2072.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतरनी आयरन माईन्स के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 94/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2009 को प्राप्त हुआ था।

[सं. एल-26012/19/2002-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 17th July, 2009

S. O. 2072.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.94/2002) of the Central Government Industrial Tribunal Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Baitarini Iron Mines and their workman, which was received by the Central Government on 16-7-2009.

[No. L-26012/19/2002-IR(M)]

KAMAL BAKHRU, Desk Officer
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present : Shri N. K. R. Mohapatra, Presiding Officer,
C. G. I. T-cum-Labour Court Bhubaneswar.

I.D. 94/2002

Date of Passing Award-8th May 2009
(Rourkela Camp)

BETWEEN

The Management of the Agent
Baitarini Iron Mines of Dr. Sarojini
Pradhan, At./Po. Barbil, Dist. Keonjhar,
Orissa-785035

....1st Party Management.

AND

Their Workman Sh. Sidhu Munda.
S/o Shri Charan Munda, At./Po. Dhobakuchida, Via-
Champurua, Dist. Keonjhar, Orissa.

....2nd Party-Workman.

APPEARANCES

Mr. R. N. Rath,	For the 1st Party-Management
Legal Adviser	
None	For the 2nd Party Workman

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/19/2002 IR (M), dated 10-10-2002.

“ Whether the action of the Management of Baiatarani Iron Mines of Dr. S. Pradhan, At./ Po. Barbil, Dist. Keonjhar, terminating the services of Shri Sidhu Munda, S/o. Charan Munda, At./Po/ Dhobakuchida, Via: Champua Dist. Keonjhar, PRW with effect from 1-10-1999 without serving any notice and without following the provisions of Industrial Disputes Act, 1947 is justified If not, what relief the workman is entitled to ?”

2. It is alleged by the workman in his claim statement that he joined in the Baitarani Iron Mines of Dr. Sarojini Pradhan in August 1993 to work as a Miner. While he has worked as such continuously he all of a sudden was refused employment with effect 1-10-1999 without any advance notice or any terminal benefits being paid to him. He was told that, his termination was due to lack of mining activities and that once the production of minerals commences he would be intimated later. It is further alleged by the workman that thereafter he was never called to work and therefore he made a representation for his reinstatement with full back wages and then due to apathetic attitude of Management he raised an Industrial disputes.

3. In the written statement the 1st Party-Management alleged that the workman was never engaged on regular basis. Rather himself and few others were engaged in the mine on piece rated basis as and when necessary upon their offering to work and they were being paid depending upon the quantum of work performed by them each day. It is further alleged that during non-engagement period these piece rated workers used to work in to other mines on daily basis. So far as the case of the workman is concerned it is further submitted by the Management that the workman having worked for some days as a piece rated worker did not turn up for work voluntarily much before the alleged date of termination and as such the allegations of the workman that he was refused employment from 1-10-1999 without any advance notice or terminal benefits is nothing but a myth and fictitious story. It is further contended by the Management that the present reference is the brain child of one Shri B.S. Pati, the General Secretary of the so called North Orissa Workers Union with which the Management had got no connection. It is alleged that this and several other cases have been mooted against the Management at the behest of Shri B.S. Pati, an outside Trade Unionist his ulterior motive.

4. From the record it transpires that, ever since the inception of the case Shri B.S. Pati, General Secretary, North Orissa Workers Union is alone appearing on behalf of the workman as his authorized representative. In one such case between the Management and its worker Shri Pati was declared incompetent to represent the piece

rated workers of Baitarani Iron Mines for the reason that these workers not belonging to the aforesaid Union. In O. J.C. 17216/2001 the Hon'ble Court in an alike manner has held that Shri B.S. Pati the General Secretary of the North Orissa Workers Union is not competent to represent one Shri Madhusudhan Naik a worker of the management-Company. In the present case also except Shri Pati the workman has never appeared. Though the workman was specifically asked to appear today, he has failed to appear. Rather Shri Pati as usual appeared though he has no locustandi to represent the workman. As a result the workman was set exparte and the evidence of the Management through affidavit was accepted.

5. From the aforesaid evidence as adduced by the Management it transpires that the disputant-workman and few others were engaged as and when required as piece rated worker and they were being paid on the basis of quantum of work performed by them whenever engaged. In the claim statement the workman has of course stated that he was taken to employment in August 1989 and was refused employment on 1-10-1999. But there is no mention that, he was given such employment on regular basis and that he was issued with any letter of appointment. At para-4 of the claim statement he further averred that when he approached the Management to know about her non-engagement he was told that for lack of mining activities he could not be engaged but he would be called upon again once the production of the materials is taken up. He further stated that when he was not intimated as to when such production would be taken up, he made a representation for his reinstatement with full back wages. These averments of the workman indirectly suggests that he was engaged as a piece rated worker as contended by the Management. Besides the evidence of the Management shows that the workman had abandoned the job long before the alleged date of termination and as such the allegations of the workman that he was terminated on 1-10-1999 appears to be un-believable for want of any evidence being adduced from his side. On the other hand the time to time participation of Shri B.S. Pati to represent the workman further strengthens the belief, as contended by the Management, that the case has been mooted at the behest of Shri Pati, an outsider Trade Unionist with whom the disputant has no legal connection.

6. In view of the above and for lack of any evidence from the side of the workman it is held that there is no merit in the dispute and accordingly the reference is answered exparte against the workman.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 17 जुलाई, 2009

का. आ. 2073.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतरनी आयरन माईन्स प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 93/2002)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2009 को प्राप्त हुआ था।

[सं. एल-26012/18/2002-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 17th July, 2009

S. O. 2073.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.93/2002) of the Central Government Industrial Tribunal-Cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Baitarani Iron Mines and their workman, received by the Central Government on 16-7-2009.

[No. L-26012/18/2002-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present : Shri N. K. R. Mohapatra, Presiding Officer,
C. G. I. T-cum-Labour Court Bhubaneswar.

I.D. No. 93/2002

Date of Passing Award—8th May 2009
(Rourkela Camp)

Between : The Management of the Agent
Baitarani Iron Mines of Dr. Sarojini
Pradhan, At./P.O. Babril, Dist. Keonjhar,
Orissa-758035

..... 1st Party-Management
AND

Their Workmen Sh. Pardhan Munda,

S/o Shri Budhu Munda, At./P.O. Dhobakuchida, Via-
Champua, Dist. Keonjhar, Orissa

.....2nd Party-Workman.

APPEARANCES

M/s. R. N. Rath, For the 1st Party-Management
Legal Adviser

None For the 2nd Party Workman

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/18/2002 IR (M), dated 11-10-2002.

“ Whether the action of the Management of Baitarani Iron Mines of Dr. S. Pradhan, At. P.O. Barbil, Dist Keonjhar, in terminating the services of Shri Pradhan Munda, S/o Budhu Munda, At./P.O. Dhobakuchida, Via: Champua, Dist. Keonjhar, PRW with effect from 1-10-1999 without serving any notice and without following the provisions of Industrial Disputes Act, 1947 is justified? If not, what relief the workman is entitled to ?”

2. It is alleged by the workman in his claim statement that he joined in the Baitarani Iron Mines of Dr. Sarojini Pradhan in August 1989 to work as a Miner. While he has worked as such continuously he all of a sudden was refused employment with effect 1-10-1999 without any advance notice or any terminal benefits being paid to him. He was told that, his termination was due to lack of mining activities and that once the production of minerals commences he would be intimated later. It is further alleged by the workman that thereafter he was never called to work and, therefore, he made a representation for his reinstatement with full back wages and then due to apathetic attitude of Management he raised an industrial dispute.

3. In the written statement the 1st Party-Management alleged that the workman was never engaged on regular basis. Rather himself and few others were engaged in the mine on piece-rated basis as and when necessary upon their offering to work and they were being paid depending upon the quantum of work performed by them each day. It is further alleged that during non-engagement period these piece-rated workers used to work in other mines on daily rated basis. So far as the case of the workman is concerned it is further submitted by the Management that the workman having worked for some days as a piece-rated worker did not turn up for work voluntarily much before the alleged date of termination and as such the allegations of the workman that he was refused employment from 1-10-1999 without any advance notice or terminal benefits is nothing but a myth and fictitious story. It is further contended by the Management that the present reference is the brain child of one Shri B.S. Pati, the General Secretary of the so called North Orissa Workers' Union with which the Management had got no connection. It is alleged that this and several other cases have been mooted against the Management at the behest of Shri B.S. Pati, an outside Trade Unionist for his ulterior motive.

4. From the record it transpires that, ever since the inception of the case Shri B.S. Pati, General Secretary, North Orissa Workers' Union is alone appearing on behalf of the workman as his authorized representative. In one such case between the Management and its worker Shri Pati was declared incompetent to represent the piece-rated workers of Baitarani Iron Mines for the reason that these workers not belonging to the aforesaid Union. In O.J.C. 17216/2001 the Hon'ble Court in an alike manner has held that Shri B.S. Pati, the General Secretary of the North Orissa Workers' Union is not competent to represent one Shri Madhusudhan Naik, a worker of the Management-Company. In the present case also except Shri Pati, the workman has never appeared. Though the workman was specifically asked to appear today, he has failed to appear. Rather Shri Pati as usual appeared though he has no locus standi to represent the workman. As a result workman was set ex-parte and the evidence of the Management through affidavit was accepted.

5. From the aforesaid evidence as adduced by the Management it transpires that the disputant-workman and

few others were engaged as and when required as piece-rated worker and they were being paid on the basis of quantum of work performed by them whenever engaged. In the claim statement the workman has of course stated that he was taken to employment in August 1989 and was refused employment on 1-10-1999. But there is no mention that, he was given such employment on regular basis and that he was issued with any letter of appointment. At para-4 of the claim statement he further averred that when he approached the Management to know about her non-engagement he was told that for lack of mining activities he could not be engaged but he would be called upon again once the production of the materials is taken up. He further stated that when he was not intimated as to when such production would be taken up, he made a representation for his reinstatement with full back wages. These averments of the workman indirectly suggests that he was engaged as a piece-rated worker as contended by the Management. Besides the evidence of the Management shows that the workman had abandoned the job long before the alleged date of termination and as such the allegations of the workman that he was terminated on 1-10-1999 appears to be un-believable for want of any evidence being adduced from his side. On the other hand the time to time participation of Shri B.S. Pati to represent the workman further strengthens the belief, as contended by the Management, that the case has been mooted at the behest of Shri Pati, an outsider Trade Unionist with whom the disputant has no legal connection.

6. In view of the above and for lack of any evidence from the side of the workman it is held that there is no merit in the dispute and accordingly the reference is answered exparte against the workman.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 17 जुलाई, 2009

का. आ. 2074.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट ऑथोरिटी ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, ईर्णाकुलम के पंचाट (संदर्भ संख्या 126/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2009 को प्राप्त हुआ था।

[सं. एल-11011/58/2004-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 17th July, 2009

S. O. 2074.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.126/2006) of the Central Government Industrial Tribunal/Labour Court, Ernakulam, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Airport Authority of India and their workman, which was received by the Central Government on 16-7-2009.

[No. L-11011/58/2004-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P. L. Norbert B. A. LL.B., Presiding Officer

(Monday the 6th day of July, 2009/15th Asadha, 1931)

I.D. No. 126/2006

Union : The Secretary,
Thiruvananthapuram Airport- Electrical
Engineering Workers Centre, J.P.
Bhavan Palayam,
Thiruvananthapuram,
Kerala.
By Adv. Shri Lakshmana Iyer.

Management : 1. M/s. Puliyadi Service Centre,
Ambujavilasom Road, Near GPO,
Trivandrum-695001.
2. M/s. Sree Ranga Electricals,
Chennai,
3. M/s. Ajantha Electricals and
P.A. Equipments, Puthenchanthai, M.G.
Road, Thiruvananthapuram-695001.
4. M/s. R. K. Electricals, Chackal,
Kerala Thiruvananthapuram.
5. The Airport Director, Airports
Authority of India, International
Airport's Division,
Thiruvananthapuram-695008.
By Adv. Shri V. Santharam.

This case coming up for hearing on 6-7-2009, this Tribunal-cum-Labour Court on the same day passed the following :

AWARD

This is a reference made under Section 10 (1) (d) of Industrial Disputes Act claiming absorption in Airport Authority of India, Trivandrum.

2. Though the parties entered appearance and filed their pleadings when the matter came up for evidence the union is remaining continuously absent. It is for the union to substantiate the contention that they are the employees of the 5th Management. No evidence is also adduced by the union. Since the union does not show interest in proceeding with the case there is no need for keeping the case pending indefinitely. The reference was made in 2004.

In the result an Award is passed finding that the demand of union for permanent appointment of 16 workers in Airport Authority of India, Trivandrum is not legal and justified and the workers are not entitled for any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 6th day of July, 2009.

P. L. NORBERT, Presiding Officer

नई दिल्ली, 17 जुलाई, 2009

का. आ. 2075.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतरनी आयरन माईन्स के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 92/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2009 को प्राप्त हुआ था।

[सं. एल-26012/17/2002-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 17th July, 2009

S. O. 2075.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 92/2002) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarini Iron Mines and their workman, which was received by the Central Government on 16-7-2009.

[No. L-26012/17/2002-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR**

Present : Shri N. K. R. Mohapatra,
Presiding Officer, C. G. I. T-cum-Labour Court,
Bhubaneswar.

Industrial Dispute Case No. 92/2002

Date of Passing Award—7th May 2009
(Rourkela Camp)

BETWEEN

The Management of the Agent,
Baitarini Iron Mines of Dr. Sarojini Pradhan,
At./Po. Babril, Distt. Keonjhar,
Orissa-758035

... 1st Party-Management

AND

Their Workman Sh. Kapilas Naik,
S/o Shri Chintamani Naik,
At./Po. Dhobakuchida, Via-Champua,
Distt. Keonjhar, Orissa

...2nd Party-Workman.

APPEARANCES

Mr. R. N. Rath,	...	For the 1st Party-
Legal Adviser		Management
None	...	For the 2nd Party-
		Workman

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/17/2002-IR (M), dated 08-10-2002.

"Whether the action of the Management of Baitarani Iron Mines of Dr. S. Pradhan, At./Po. Barbil, Distt. Keonjhar, in terminating the services of Shri Kapilas Naik, S/o. Chintamani Naik, At./Po. Dhobakuchida, Via : Champua, Distt. Keonjhar, PRW with effect from 1-3-2000 without serving any notice and without following the provisions of Industrial Disputes Act, 1947 is justified? If not, what relief the workman is entitled to?"

2 It is alleged by the workman in his claim statement that he joined in the Baitarani Iron Mines of Dr. Sarojini Pradhan in February 1992 to work as a Miner. While he has worked as such continuously he all of a sudden was refused employment with effect from 1-3-2000 without any advance notice or any terminal benefits being paid to him. He was told that, his termination was due to lack of mining activities and that once the production of minerals commences he would be intimated later. It is further alleged by the workman that thereafter he was never called to work and therefore he made a representation for his reinstatement with full back wages and then due to apathetic attitude of Management he raised an Industrial Disputes.

3 In the written statement the 1st Party-Management alleged that the workman was never engaged on regular basis. Rather himself and few others were engaged in the mine on piece rated basis as and when necessary upon their offering to work and they were being paid depending upon the quantum of work performed by them each day. It is further alleged that during non-engagement period these piece rated workers used to work in to other mines on daily rated basis. So far as the case of the workman is concerned it is further submitted by the Management that the workman having worked for some days as a piece rated worker did not turn up for work voluntarily much before the alleged date of termination and as such the allegations of the workman that he was refused employment from 1-3-2000 without any advance notice or terminal benefits is nothing but a myth and fictitious story. It further contended by the Management that the present reference is the brain child of one Shri B.S. Pati, the General Secretary of the so called North Orissa Workers Union with which the Management had got no connection. It is alleged that this and several other cases have been mooted against the Management at the behest of Shri B.S. Pati, an outside Trade Unionist for his ulterior motive.

4 From the record it transpires that, ever since the inception of the case Shri B.S. Pati, General Secretary,

North Orissa Workers Union is alone appearing on behalf of the workman as his authorized representative. In one such case between the Management and its worker Shri Pati was declared incompetent to represent the piece rated workers of Baitarani Iron Mines for the reason that these workers not belonging to the aforesaid Union. In O.J.C. 17216/2001 the Hon'ble Court in an alike manner has held that Shri B.S. Pati the General Secretary of the North Orissa Workers Union is not competent to represent one Shri Madhusudhan Naik a worker of the Management-Company. In the present case also except Shri Pati the workman has never appeared. Though the workman was specifically asked to appear today, he has failed to appear. Rather Shri Pati as usual appeared though he has no locustandi to represent the workman. As a result the workman was set exparte and the evidence of the Management through affidavit was accepted.

5 From the aforesaid evidence as adduced by the Management it transpires that the disputant-workman and few other were engaged as and when required as piece rated worker and they were being paid on the basis of quantum of work performed by them whenever engaged. In the claim statement the workman has of course stated that he was taken to employment in February 1994 and was refused employment on 1-3-2000. But there is no mention that, he was given such employment on regular basis and that he was issued with any letter of appointment. At para-4 of the claim statement he further averred that when he approached the Management to know about her non-engagement he was told that for lack of mining activities he could not be engaged but he would be called upon again one the production of the materials is taken up. He further stated that when he was not intimated as to when such production would be taken up, he made a representation for his reinstatement with full back wages. These averments of the workman indirectly suggests that he was engaged as a piece rated worker as contended by the Management. Besides the evidence of the Management shows that the workman had abandoned the job long before the alleged date of termination and as such the allegations of the workman that he was terminated on 1-3-2000 appears to be un-believable for want of any evidence being adduced from his side. On the other hand the time to time participation of Shri B.S. Pati to represent the workman further strengthens the belief, as contended by the Management, that the case has been mooted at the behest of Shri Pati, an outsider Trade Unionist with whom the disputant has no legal connection.

6. In view of the above and for lack of any evidence from the side of the workman it is held that there is no merit in the dispute and accordingly the reference is answered exparte against the workman.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 17 जुलाई, 2009

का. आ. 2076.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतरनी आयरन माईन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 91/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2009 को प्राप्त हुआ था।

[सं. एल-26012/16/2002-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 17th July, 2009

S. O. 2076.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.91/2002) of the Central Government Industrial Tribunal-Cum-Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarini Iron Mines and their workman, which was received by the Central Government on 16-7-2009.

[No. L-26012/16/2002-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR

Present : Shri N. K. R. Mohapatra,
Presiding Officer, C. G. I. T- cum-Labour Court,
Bhubaneswar.

Industrial Dispute Case No. 91/2002

Date of Passing Award—7th May 2009
(Rourkela Camp)

BETWEEN

The Management of the Agent
Baitarini Iron Mines of Dr. Sarojini Pradhan,
At./Po. Babril, Distt. Keonjhar,
Orissa-758 035

... 1st Party-Management

AND

Their Workman Sh. Sunia Munda
S/o Shri Rano Munda, At./Po. Daduan,
Via-Joda, Keonjhar,

...2nd Party-Workman.

APPEARANCES

Mr. R. N. Rath,	...	For the 1st Party-
Legal Adviser		Management
None	...	For the 2nd Party-
		Workman

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/16/2002-IR (M), dated 11-10-2002.

"Whether the action of the Management of Baitarani Iron Mines of Dr. S. Pradhan, At/P.O. Barbil, Dist. Keonjhar, in terminating the services of Shri Sunia Munda, S/o. Rano Munda, At/P.O. Daduan, Via-Joda, Dist. Keonjhar, PRW with effect from 31-12-1999 without serving any notice and without following the provisions of Industrial Disputes Act, 1947 is justified? If not, what relief the workman is entitled to?"

2. It is alleged by the workman in his claim statement that he joined in the Baitarani Iron Mines of Dr. Sarojini Pradhan in January 1992 to work as a Miner. While he has worked as such continuously, he all of a sudden was refused employment with effect 31-12-1999 without any advance notice or any terminal benefits being paid to him. He was told that, his termination was due to lack of mining activities and that once the production of minerals commences he would be intimated later. It is further alleged by the workman that thereafter he was never called to work and therefore, he made a representation for his reinstatement with full back wages and then due to apathetic attitude of Management he raised an Industrial Dispute:

3. In the written statement the 1st Party-Management alleged that the workman was never engaged on regular basis. Rather himself and few others were engaged in the mine on piece rated basis as and when necessary upon their offering to work and they were being paid depending upon the quantum of work performed by them each day. It is further alleged that during non-engagement period these piece rated workers used to work in other mines on daily rated basis. So far as the case of the workman is concerned it is further submitted by the Management that the workman having worked for some days as a piece rated worker did not turn up for work voluntarily much before the alleged date of termination and as such the allegations of the workman that he was refused employment from 31-12-1999 without any advance notice or terminal benefits is nothing but a myth and fictitious story. It is further contended by the Management that the present reference is the brain child of one Shri B.S. Pati, the General Secretary of the so called North Orissa Workers Union with which the Management had got no connection. It is alleged that this and several other cases have been mooted against the Management at the behest of Shri B.S. Pati, an outside Trade Unionist or his ulterior motive.

4. From the record it transpires that, ever since the inception of the case Shri B.S. Pati, General Secretary, North Orissa Workers' Union is alone appearing on behalf of the workman as his authorized representative. In one such case between the Management and its worker Shri Pati was declared incompetent to represent the piece rated workers of Baitarani Iron Mines for the reason that these workers were not belonging to the aforesaid Union. In O. J. C. 17216/2001 the Hon'ble Court in an alike manner has held that Shri B.S. Pati, the General Secretary of the North Orissa Workers Union is not competent to represent one Shri Madhusudhan Naik, a worker of the Management-Company. In the present case also except Shri Pati the workman has never appeared. Though the workman was specifically asked to appear today, he has failed to appear. Rather Shri Pati as usual appeared though he has no locus standi to represent the workman. As a result the workman was set exparte and the evidence of the Management through affidavit was accepted.

5. From the aforesaid evidence as adduced by the Management it transpires that the disputant-workman and few others were engaged as and when required as piece rated worker and they were being paid on the basis of quantum of work performed by them whenever engaged. In the claim statement the workman has ofcourse stated that he was taken to employment in January 1992 and was refused employment on 31-12-1999. But there is no mention that, he was given such employment on regular basis and that he was issued with any letter of appointment. At para-4 of the claim statement he further averred that when he approached the Management to know about her non-engagement he was told that for lack of mining activities he could not be engaged but he would be called upon again once the production of the materials is taken up. He further stated that when he was not intimated as to when such production would be taken up, he made a representation for his reinstatement with full back wages. These averments of the workman indirectly suggests that he was engaged as a piece rated worker as contended by the Management. Besides the evidence of the Management shows that the workman had abandoned the job long before the alleged date of termination and as such the allegations of the workman that he was terminated on 31-12-1999 appears to be un-believable for want of any evidence being adduced from his side. On the other hand the time to time participation of Shri B.S. Pati to represent the workman further strengthens the belief, as contended by the Management, that the case has been mooted at the behest of Shri Pati, an outsider Trade Unionist with whom the disputant has no legal connection.

6. In view of the above and for lack of any evidence from the side of the workman it is held that there is no merit in the dispute and accordingly the reference is answered exparte against the workman.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 17 जुलाई, 2009

का. आ. 2077.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतरनी आयरन माईन्स प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 90/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2009 को प्राप्त हुआ था।

[सं. एल-26012/14/2002-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 17th July, 2009

S. O. 2077.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.90/2002) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarini Iron Mines and their workman, which was received by the Central Government on 16-7-2009.

[No. L-26012/14/2002-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR**

PRESENT : Shri N. K. R. Mohapatra,
Presiding Officer, C. G. I. T.-cum-Labour Court,
Bhubaneswar.

Industrial Dispute Case No. 90/2002

Date of Passing Award—7th May, 2009
(Rourkela Camp)

BETWEEN

The Management of the Agent
Baitarini Iron Mines of Dr. Sarojini Pradhan,
At./P.O. Babril, Distt. Keonjhar,
Orissa-758 035

... 1st Party-Management

AND

Their Workman Sh. Pandu Munda
S/o Gulia Munda, At./Po. Dhobakuchida,
Via-Champuta, Orissa, Keonjhar,

...2nd Party-Workman.

APPEARANCES

M/s. R. N. Rath,	...	For the 1st Party-
Legal Adviser		Management
None	...	For the 2nd Party-
		Workman

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/14/2002-IR (M), dated 11-10-2002.

“Whether the action of the Management of Baitarini Iron Mines of Dr. S. Pradhan, At./Po. Babril, Distt. Keonjhar in terminating the services of Shri Pandu Munda, S/o. Gulia Munda, At./Po. Dhobakuchida, Via : Champuta, Distt. Keonjhar, PRW with effect from 1-10-1999 without serving any notice and without following the provisions of Industrial Disputes Act, 1947 is justified? If not, what relief the workman is entitled to?”

2. It is alleged by the workman in his claim statement that he joined in the Baitarini Iron Mines of Dr. Sarojini Pradhan in August 1989 to work as a Miner. While he has worked as such continuously he all of a sudden was refused employment with effect 1-4-2000 without any advance notice or any terminal benefits being paid to him. He was told that, his termination was due to lack of mining activities and that once the production of minerals commences he would be intimated later. It is further alleged by the workman that thereafter he was never called to work and therefore he made a representation for his reinstatement with full back wages and then due to apathetic attitude of Management he raised an Industrial Disputes.

3. In the written statement the 1st Party-Management alleged that the workman was never engaged on regular basis. Rather himself and few others were engaged in the mine on piece rated basis as and when necessary upon their offering to work and they were being paid depending upon the quantum of work performed by them each day. It is further alleged that during non-engagement period these piece rated workers used to work in to other mines on daily rated basis. So far as the case of the workman is concerned it is further submitted by the Management that the workman having worked for some days as a piece rated worker did not turn up for work voluntarily much before the alleged date of termination and as such the allegations of the workman that he was refused employment from 1-10-1999 without any advance notice or terminal benefits is nothing but a myth and fictitious story. It is further contended by the Management that the present reference is the brain child of one Shri B.S. Pati, the General Secretary of the so called North Orissa Workers Union with which the Management had got no connection. It is alleged that this and several other cases have been mooted against the Management at the behest of Shri B.S. Pati, an outside Trade Unionist for his ulterior motive.

4. From the record it transpires that, ever since the inception of the case Shri B.S. Pati, General Secretary,

North Orissa Workers Union is alone appearing on behalf of the workman as his authorized representative. In one such case between the Management and its workers Shri Pati was declared incompetent to represent the piece rated workers of Baitarani Iron Mines for the reason that these workers were not belonging to the aforesaid Union. In O.J.C. 17216/2001 the Hon'ble Court in an alike manner has held that Shri B.S. Pati the General Secretary of the North Orissa Workers Union is not competent to represent one Shri Madhusudhan Naik a worker of the Management - Company. In the present case also except Shri Pati the workman has never appeared. Though the workman was specifically asked to appear today, he has failed to appear. Rather Shri Pati as usual appeared though he has no locustandi to represent the workman. As a result the workman was set exparte and the evidence of the Management through affidavit was accepted.

5 From the aforesaid evidence as adduced by the Management it transpires that the disputant-workman and few other were engaged as and when required as piece rated worker and they were being paid on the basis of quantum of work performed by them whenever engaged. In the claim statement the workman has of course stated that he was taken to employment in August 1999 and was refused employment on 1-10-1999. But there is no mention that, he was given such employment on regular basis and that he was issued with any letter of appointment. At para-4 of the claim statement he further averred that when he approached the Management to know about her non-engagement he was told that for lack of mining activities he could not be engaged but he would be called upon again once the production of the materials is taken up. He further stated that when he was not intimated as to when such production would be taken up, he made a representation for his reinstatement with full back wages. These averments of the workman indirectly suggests that he was engaged as a piece rated worker as contended by the Management. Besides the evidence of the Management shows that the workman had abandoned the job long before the alleged date of termination and as such the allegations of the workman that he was terminated on 1-10-1999 appears to be un-believable for want of any evidence being adduced from his side. On the other hand the time to time participation of Shri B.S. Pati to represent the workman further strengthens the belief, as contended by the Management, that the case has been mooted at the behest of Shri Pati, an outsider Trade Unionist with whom the disputant has no legal connection.

6. In view of the above and for lack of any evidence from the side of the workman it is held that there is no merit in the dispute and accordingly the reference is answered exparte against the workman.

N.K.R. MOHAPATRA, Presiding Officer

नई दिल्ली, 17 जुलाई, 2009

का. आ. 2078.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. सीसा गोवा लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/86/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2009 को प्राप्त हुआ था।

[सं. एल-36012/7/2002-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 17th July, 2009

S. O. 2078.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/86/2002) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Sesa Goa Ltd. and their workman, which was received by the Central Government on 16-7-2009.

[No. L-36012/7/2002-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**
Present : Shri A. A. LAD, Presiding Officer

Reference No. CGIT-2/86 of 2002

Employers in Relation to the Management of
M/s. Sesa Goa Ltd.

The Managing Director,
M/s Sesa Goa,
Sesa Ghor., Panji,
Goa-403 001

.....First Party

V/s.

Their Workmen

1. The General Secretary,
Sesa Goa Workers Union,
C/o. Dilip Mayenkar,
H.No. 1570 "Pooja",
Desai Nagar,
Sanquelim, Goa.

.....Second Party

APPEARANCE

For the Employer : Mr. S. K. Talsania, Counsel
alongwith Mr. M. S. Bandodkar,
Advocate.

For the Workmen : M/s. P. N. Anaokar &
M. V. Joglekar, Advocates.

Date of reserving the Award : 10-12-2008.

Date of passing the Award : 29-05-2009.

AWARD

The matrix of the facts as culled out from the proceedings are as under :

1. The Government of India, Ministry of Labour by its Order No.L-36012/7/2002-IR(M) dated 29th November, 2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub section 2(A) of section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of M/s. Sesa Goa Ltd., Goa in dismissing the 12 workmen from service w.e.f. 16-7-2001 is justified? If not, to what relief the workmen are entitled?"

2. Claim Statements are filed by concerned workmen from Exhibits 8 to 19 taking similar type of contentions, except their designations and dates of respective appointments, [(1) Prabhakar Gaonkar was working as Wheel Loader Operator at Codli from May, 1980, (2) Balangoda Patil, Labour at Codli w.e.f. 19-5-1990, (3) Madarsaba H. Olekar, as a Labour from 1981, (4) Anand Gopal Verenkar working as Heavy AAA Driver at Codli from 10-9-1986, (5) Vinod Kudalkar as Assistant Wheel Operator at Codli from 11.6.1979, (6) Anant Budho Gaonkar working as Heavy AAA Driver from 1994, (7) Hanuman Chari as Electrician since 1979, (8) Rohidas Mamlekar, Electrician since 7-7-1980, (9) Shantaram Narayan Velip as Labour at Codli from 15-7-1991, (10) Dulu Gawali as Labour at Codli since 1991, (11) Piedade Colaco as Helper Mechanic at Codli, since 1980, and (12) Dilip Mayenkar as Electrician since 21-3-1979)], making out the case that, these workmen were working as referred above in their respective posts from the dates as mentioned hereinabove. It is further contended by these workmen that, there are more than 1200 workers employed by the 1st Party in their various mining and other establishments including Head office and these workers are unionized by themselves, under banner of Sesa Goa Workers Union.

3. It is further contended by these workmen that, since last several years service conditions, including the wages, allowances and other benefits were regulated by the periodically wage settlement and the relations of the workers and the Union were cordial and they have resolved the workers issues amicably. It is further contended that the last wage settlement expired in March, 2000 and in accordance with the existing practice in the mining Industry the workers were expecting the higher wage rise than given in other Iron Ore Exporters, hence, the Union served the fresh charter of demands. It is further stated that, the management was taking rigid stand and there was no possibility of amicable settlement and therefore in order to pressurize the workers the management implemented several actions such as introduction of third shift, increase in the working hours etc. It is contended that, though the Union was willing to resolve the issue amicably, the

management was adamant and commenced the third shift operation without discussing with the Union. The workmen employed by the company had protested this action of the Management.

4. It is further contended by these workmen that, though on 9th July, 2001 some of them were on duty and some of them were on leave, 1st Party falsely involved them in alleged incident and illegally dismissed them vide letter dated 16-7-2001.

5. It is further contended by these workmen that, before their dismissals no show cause or any charge sheet was issued to them. It is submitted that, their service conditions are governed by the certified standing orders of the Company and as per Clause 22 (3) and their dismissal, no inquiry was conducted nor any show cause notice was issued in order to answer the allegations made against them. While implementing such harsh punishment Management did not follow rules of principles of natural justice. Said action of dismissal was initiated without hearing these workmen on the allegations or even without leveling any certain allegations on them and giving an opportunity to them to reply these or defend them.

6. It is further submitted by these workmen that, the letter dated 16-7-2001 was issued to them just to victimise them and were falsely implicated in the case to take revenge as they were the active members of the Union. It is stated that, false charges were levelled as mentioned in para 4 of the said letter saying that, on 29th July at about 2 p.m. they came and gathered at the main gate of Codli mine and unauthorisedly stopped the shift buses at the main gate, which had brought the workers for work on the second shift and forced the workers/employees to get down at the main gate and these workers unauthorisedly stopped the buses at the main gate which were to take home first shift workers, forcing all to join the mob, resulting in an unlawful assembly of about 300 employees in front of main gate and inside the office premises. It is submitted by these workmen that, the allegations against the workmen was that they stopped the second shift bus, whereas, the fact was that, the workmen were not at the gate and had gone home after their duty hours. It is stated that, the persons who were not present at the gate cannot stop the bus. Which itself is sufficient to prove that, the management has the intentionally implicated the workmen in the false and fabricated case. It is stated that, all workmen denied the allegations made against them and denied that they started banging on the police jeep violently and forced the police to reverse their jeep to protect it from serious damages as falsely alleged by the 1st Party.

7. These workmen also denied that, they rushed towards of the office and cabin of Mr.A.N. Joshi, General Manager (Mining - Goa) with malafide intention and having not found him there they came out of the cabin and started searching for him and that having observed Mr. Joshi :

coming out of the adjoining cabin of Mr. U.S. Tilve, General Manager (Mining Service) they rushed towards Mr. Joshi and they pounced upon him and forcibly pushed him. These workmen also denied that due to this force Mr. Joshi fell on floor of the corridor and that they started mercilessly kicking him, hitting with umbrellas, battery torches and punched him with fists and also denied the other allegations made in the said letter.

8. These workmen also denied that, they dragged Mr. Joshi across the veranda on the lawn, to the flat post and continued to assault him and these workmen also denied that, they continued to abuse him in filthy language using words like "Chedyech Aavoizavano". It is also denied that these workers dragged Mr. Joshi to land Transport Department Notice Board and forced him to remove all the notices including the notice dated 25-6-2001 wherein shift schedule was displayed. It is also denied by these workmen that, they dragged Mr. Joshi to mining office Notice Board and compelled him to remove all the notices displayed on the notice board as alleged in the said letter. These workmen also denied that, they beat Joshi with fists and umbrellas, break the glass of the notice Board with umbrella without waiting for key of notice board and then forced Mr. Joshi to remove all the notices displayed on the mining office notice board and that Mr. Joshi had no choice but to remove the said notices and workman along with others took the possession of the said notices and destroyed them.

9. It is further denied by these workmen that, they dragged Mr. Joshi to Notice Board in front of the workshop office and they insisted that, as the notices have been put up by Mr. Glen Faria Sr. Manager (Mine Workshop Maintenance) he should remove all of those and that, then they entered the office of Mr. Glen Faria unauthorisedly and forced him to out demanding that, he should remove the notices displayed on the notice board.

10. It is also denied by these workmen that, after removal of the notices the workman along with others demanded that 'Mr. A. N. Joshi should write a declaration stating that, "previous 20 days for April and May where employees wanted to attend but were not having work will be paid for." It is also denied by the workers that, they confronted Joshi to consider the situation of last seven days when the workers did not come for third shift from 2nd July will also be paid for the same and that, there will not be third shift in SESA Goa mine in future and that they will not take any action against the workers involved in the strike.

11. These workmen denied that, as per demand of the workmen and other extreme dues Mr. Joshi wrote the said declaration and signed it and got it verified from Mr. Bhagwann Gaonkar, Head Clerk and insisted that, the said declaration should be attested by two officers as witnesses and Mr. Joshi was forced to call Mr. Radhakrishna who signed it as a witness.

12. These workmen also denied that, due the said incident normal work at Codli was paralysed after 2.30 p.m. on that day. These workmen submitted that since they have not participated in any alleged incident referred in letter dated 16th July, 2001 they have not committed any misconduct as alleged. It is further contended by them that, since these workmen were not present there at the time of the alleged incident, and were not involved in the incident alleged in the letter dated 16-7-2001, it is submitted that, their names were not included in the complaint filed by the Management to the Police Inspector, Curchorem Police Station by Mr. U.S. Tilve, General Manager (M.S.). It is further submitted that, in the 'Original complaint there were only five names of the workmen were mentioned and the names of these workmen were not referred in the complaint, which clearly shows that, they are involved only to victimise them by adding their names subsequently.

13. It is further submitted by these workmen that, the workmen named as Accused No.1, Babuli Gawali, who was named as No.1 accused in the complaint of the management, is in the employment and he was not dismissed. It is stated that, in the same way the names mentioned in the criminal case are and were in the employment and only 12 workmen out of 300 workers mob as per the management statement were picked up which act of the 1st Party is discriminatory and on this count alone, the order of dismissal be set aside and the workmen be allowed to resume the duty with continuity of service and with full back wages.

14. The workmen further submit that, the matter of charter of demands of the workmen were pending in the conciliation proceedings at the time of issuance of the letter of dismissal dated 16th July, 2001. It is submitted by these workmen that, at the time of dismissal, the management did not offer /paid one month wages nor filed approval application before the appropriate authority in accordance with the provisions of Section 33 of the Industrial Disputes Act, 1949 and is against the observations made by Apex Court in the case of M.D. Tamilnadu State Transport Corporation vs. Neethiuvilangan.

15. It is submitted by these workmen that, since the Management has not complied with the provisions of the Industrial Disputes Act, 1947 the dismissal of these workmen is illegal, unjustified and bad in law, and therefore, prayed that, the said be declared as illegal, improper and unjustified and request to direct 1st Party to reinstate them with payment of back wages and continuity of service.

16. This is disputed by the 1st Party by filing written statements though they are filed separately to reply the Claims Statement at Exhibits from 26 to 37 taking similar type of contentions stating that, it is a public limited Company dealing with extraction and export of iron ore since 1955. It is contended that, it has given employment to the various employees and has signed several

settlements on Charter of Demands and other demands of the Union viz. Sesa Goa Workers' Union and the Company has signed these settlements by mutual; discussion and had given all legitimate and rational increases in the emoluments taking into consideration the capacity to pay industry cum region principles and in comparable concerns.

17. 1st Party further contends that, after the expiry of the settlement dated 20-5-1997 signed with the Union, and the said Union submitted a fresh Charter of Demands dated 29-2-2000 the discussions/ negotiations continued between the parties for an amicable settlement, after the submission of Charter of Demand. It is submitted that, the Company also intended to introduce the cost saving steps like, working in 3 shifts, staggered weekly off, continuous work concept etc.

18. 1st Party further contended that, inspite of the rational and reasonable offer made by the 1st Party, clear adamancy was shown by the Union in the negotiations as well as in rational demands of the Management. 1st Party further contended that, it was pursuing with the Union for the last two years the introduction of third shift working in core mining areas for the permanent workers since the said shift was managed by the temporary workers only. However, the entire efforts of the 1st Party were getting in vain because of the adamant attitude of the Union. 1st Party further submitted that, the introduction of the third shift was for mutual survival and it therefore after following the provisions of law, notified the implementation of third shift working on 25th June, 2001 though the sanction for it was legally obtained in the year 1999 vide order dated 14th December, 1999.

19. 1st Party further contended that, complied with all the provisions of law before implementing the said third shift working which was also in consonance with the Certified Standing orders as also under the provisions of Industrial Disputes Act, 1947. 1st Party further contended that, it is pertinent to note that, said third shift working was already in vogue in all other Departments like Bunders, Screening plants, pumping operations etc. The core mining activities were operated by the temporary workers only. It is contended that, the Company thus only wanted to see that, even the permanent workers work in the core mining area in third shift which in no way causes any prejudice to the interest of the workers. 1st Party further submitted that, the implementation of third shift to the permanent workers was required to be done in view of the survival of the company as also due to the fact that, the expensive machines and equipments used to remain idle during the said period maming huge loss to the company and 1st Party had continuously attempted to impress upon the Union that, third shift of working of mines is a common practice worldwide and iron ore mines even in rest of the company e.g. Kudremukh operates in night shift.

20. 1st Party submitted that, there was a full justification for implementation of the said third shift for the permanent workers. It further submitted that, though it could have implemented the shift in 1999 itself, the said was in fact notified in June, 2001 after discussion on various occasions with the Unions and constant attempts were made during the discussion with the Union/workmen to impress upon them that for the mutual survival in the competitive market and as a matter of cost saving devices, it was necessary and no longer possible to postpone the implementation of the said third shift working for permanent employees in the said core mining areas. Therefore, the company was compelled to notify the said scheme to some of the permanent workers and accordingly, notice to that effect was displayed on the notice board notifying the said shift schedule at Codli and Sonshi mines on 25th June, 2001. 1st Party further contended that, the said notice indicated various names of the permanent and temporary workers who would be working in the third shift and it was to be implemented from 2nd July, 2001 i.e. the said notice was displayed one week in advance as provided under the law. It is further contended by the 1st Party that, however, the Union gave a notice to go on "hunger strike" immediately after the said notice was put up on the notice board and some of the permanent workers after reading the n'shift schedule started questioning to their Department heads on the shift schedule and started objecting to the said shift schedule and Departmental heads. However, management made all efforts to convenience the workers the reasons behind putting some of the permanent workers in the third shift and necessity of implementation of it.

21. It is further contended by the 1st Party, that inspite of the fact that, the 1st Party was within its right to implement such working and since the other workers of the Company were already working in the third shift, some disgruntled elements in permanent posts started objecting the working in the third shift, though it was within the law and among the permanent workers who were in fact working in the third shift on overtime; but did not want to work on regular third shift.

22. It is further contended by the 1st Party that, immediately after the display of the said notice, Union gave a notice to it for resorting to hunger strike effective from 2nd July, 2001 purportedly to protest against the implementation of third shift in core mining departments i.e. mine, land, transport and workshops for permanent workmen and as a result of that, the Assistant Labour Commissioner (Central), Vasco-da-Gama, called the parties for discussions. It is contended that, however, from 2nd July, 2001 permanent workers who were deployed in the third shift in core mining did not report for work which affect severely on the night shift operations.

23. It is further contended by the 1st Party, that, during the discussions with the 1st Party before the

Assistant Labour Commissioner (C) Vasco-da-Gama and during bilateral discussion, it tried to prevail upon the Union not to create the problems by resorting to hunger strike but to cooperate with the company for night shift working which was essential for the mutual survival, however, executive committee members of the Union started and continued their so called hunger strike.

24. It is further contended by the 1st Party that, the permanent workers who were deployed for third shift did not report for work on 2nd July, 3rd July, and 4th July, 2001 and continued to remain absent thereafter. Therefore, 1st Party by its notice dated 5th July, 2001 advised the workers not to remain absent and individual letters, by hand delivery, to that effect were sent to these absenting workmen, however, those workers refused to report for scheduled duty. It is further contended by the 1st Party that, simultaneously a notice was also displayed to that effect on the notice board and it was also mentioned in the said letter/notice that, in the event, if the workers do not report for work on the scheduled duty, disciplinary action would be taken in accordance with the law and it was further informed to the workers that they are required to abide by the Standing Orders and required to attend the shift allotted to them as per the shift schedule displayed on the notice board.

25. It is further contended by the 1st Party that, it appears that, the workers scheduled to work in third shift made attempt to get the instructions from the Union leaders who were sitting on so called hunger strike in connection with reporting in third shift, however, it appears that, they could not get any clear directions from their leaders.

26. It is further contended by the 1st party that, since these workers did not report for work it had no choice but to mark them 'absent' for work.

27. It is further contended by the 1st Party that, on 9th July, 2001, the second shift workers came for work at mine in their usual buses at about 2 p.m. Some of the workers got down at the gate where main offices are located and the buses went further to drop the workers near the canteen premises. Thereafter 1st shift workers boarded the said buses and while the buses were going from the area of the main office gate, the workers who had gathered at the main gate forcibly stopped the buses and insisted that, all the workers get down from the buses, and accordingly, all the workers who were in the buses got down from the buses.

28. It is further contended by the 1st Party that, all the officers, and other staff had already joined the duty at their normal usual shifts, Mr. A.N. Joshi, the General Manager, (Mining Goa) had come for work as usual at about 8.30 a.m. on 9th July, 2001.

29. It is further submitted by the 1st Party that, the Police authority had already information that, some problem is likely to take place at Codli mine and therefore

a Sub-Inspector from Curchorem Police Station with 3 Police personnel had already come at the said place with their jeep at about 2 p.m. and parked their jeep outside the main gate. It is further submitted by the 1st Party that, there after the workers of the 1st shift, general shift, and 2nd shift started gathering at the main gate and the concerned workers were also present. It is further submitted by the 1st Party that, the workers including these concerned workmen who were in forefront of the mob, gathered near the entrance of the office and became violent when one of the officer of the 1st Party came and requested the Police to control these 12 dismissed, concerned workmen, and the mob at the main gate, as his vehicle was not allowed to go out of the main gate.

30. It is further submitted by the 1st Party that, Mr. A.N. Joshi & Police sub-inspector and proceeded towards the mob, but the Police sub inspector asked Mr. Joshi not to come outside the office and asked Mr. Joshi to go back to his cabin. Accordingly Mr. Joshi turned back and went towards the cabin. Just then there was a telephone call for Mr. Joshi in Mr. Tilve's cabin and as he was attending the said call these 12 dismissed concerned workmen with other workers entered into his cabin and when Mr. Joshi left the cabin of Mr. Tilve he was immediately surrounded by these concerned workmen and other mob. 1st Party further submits that, these workers caught hold of Mr. Joshi and pushed him out. He was continuously being hit by these workers with fist blow, by hands, umbrellas or boots. These 12 dismissed concerned workmen and others were shouting with filthy language and abusing words against Mr. Joshi. 1st Party further submits that, they had broken the spectacles and wristwatch of Mr. Joshi. in the process. It is further submitted by the 1st Party that, one of these 12 dismissed concerned workmen, even had thrown a flower pot on the head of Mr. Joshi, though he managed to avoid the attack of the said flower pot, nevertheless it hit him at the back of his head and he was severely injured. It is further contended by the 1st Party that, it is pertinent to note that, when Mr. Joshi a superior and head of these workers tried to explain them, it infuriated them and they started beating Mr. Joshi again. One Mr. Gurdas S. Naik tried to save Mr. Joshi and asked these 12 workers and others to stop the assault on Mr. Joshi, but he was also manhandled and was pushed away by these concerned dismissed workers.

31. 1st Party further submitted that, thereafter Mr. Joshi was dragged from there to notice board near the Land Transport Department which is almost 20 meters away from the flag pole and to the mining office. 12 concerned dismissed One of these workmen beat Mr. Joshi with an umbrella and broke the glass of the notice board with the same umbrella. After the notices were removed, these workers also dragged Mr. Joshi to the workshop where the notices were put up. The workers then tried to force Mr. Joshi to remove the notices from the notice board,

however, one of the dismissed worker stopped Mr. Joshi and insisted that one Mr. Glen Faria who had put the notices should remove the said notices in presence of Mr. Joshi. Thereafter Mr. Faria was called and forced to remove the notices from the notice board. 1st Party further contended that these 12 concerned workers compelled Mr. Joshi to write a declaration, which was dictated by few of the dismissed workmen. Mr. Joshi was so scared of the attitude of these workers that, he wrote the dictated declaration. Thereafter he was forced to verify and sign the said declaration. The company submits that, the police who were unable to come to the rescue of Mr. Joshi managed to come near Mr. Joshi with their armed force. Because of the Police presence of the armed police, it was possible, for Dr. Sunil Kakodkar to take Mr. Joshi on the stretcher to rush to the dispensary for medical treatment. 1st Party submits that Mr. Joshi was unable to get up from the place where he was forced to sit because of the severe body pain, exhaustion and bleeding injuries, which forced Dr. Sunil Kakodkar to bring the stretcher. 1st Party submits that, the said workers have manhandled and brutally assaulted Mr. Joshi in such a way that he was rushed thereafter to Goa Medical College Hospital for urgent medical treatment.

32. 1st Party submits that, Mr. Joshi, General Manager was very brutally and assaulted manhandled these 12 dismissed by concerned workmen and grievous injuries caused to Mr. Joshi were such that, his survival was a miracle and he was in the hospital for 18 days under critical condition. 1st Party submits that, these concerned workmen took law in their own hand and created a terror in the minds of Managers and officers. It is further submitted by the 1st Party that, the entire incident traumatized the company's staff working at Codli mine. The incident was shocking and horrifying to all the officers and other staff at Codli mine. Therefore to ensure that, they are not at a further risk, 1st Party was left with no other reasonable choice but to suspend operations at the mine, as no managerial or other staff could work under such conditions and the safety of plant, machinery and life of staff could not be guaranteed by the Police. The incident which occurred, had shaken the entire moral of the staff, as they were scared to report for work as the entire confidence of the managerial and other staff was shattered.

33. It is further submitted by the 1st Party that, after the above incident, the Union and the workers resorted to token total strike in all establishments affecting all establishments of SESA Group for 72 hours i.e. from 11-07-2001 to 13th July, 2001. It is further submitted by the 1st Party that, the officers and staff who were making attempt to report for work were informed by the workers led by these 12 dismissed workers who are concerned with the reference that if they report for work there would be danger to the life of the said staff. On 12th July, 2001 these workers were standing outside the main gate were

shouting saying that what were the Officers and Managers doing inside if the mining operations were declared as closed and the workers were not prepared to listen even to the Mamlatdar who tried to explain. It is further submitted by the 1st Party that, the workers were saying that, the officers and Managers would not be allowed to go out of the premises if they don't go out by 12 hours. It is further submitted by the 1st Party that, due to these threats given by the workers, the officers had no choice but to leave Codli mine and remain away from workplace. These officers and Managers were not allowed to take their vehicles and they had to be dropped by the Mamlatdar in the Police jeep on the main road. The Officers and Managers were shouted at and they left in a highly tense situation and were afraid of these workers.

34. It is further submitted by the 1st Party that, the Police and other Government authorities expressed their inability to give necessary protection to the Managers and officers. The company submits that, as stated above all these dismissed workers concerned in the reference having actively manhandled and assaulted their superior Mr. Joshi, the Unit head, itself have committed grave and serious acts of misconduct which was not expected from them as employees of the company. It is further submitted by the 1st Party that, therefore it bonafiedly decided in the interest of entire organization and in particular having regard to the safety of all the officers, managers and staff not to retain these 12 workers in the services of the 1st Party as continuing them in the employment would have defeated the very purpose of running the organization as it would have further eroded the discipline and untoward incidents would have increased still further.

35. It is further submitted by the 1st Party that, all the officers including the General Manager (Mining, Goa) who was assaulted and manhandled were scared of these dismissed concerned workmen because the officers who had seen the incident including Mr. Joshi who was brutally assaulted, pleaded their inability to give any evidence in the domestic enquiry on the incident out for threat and fear psychosis. 1st Party therefore, in the then existing circumstances bonafiedly concluded that, holding a domestic enquiry was neither possible nor practical in the circumstances prevailing thereon and 1st Party therefore decided to dismiss all 12 workmen under the reference by issuing a letter of dismissal giving full facts mentioned therein and accordingly all 12 concerned workmen were dismissed by the letter dated 16th July, 2001 with immediate effect. It is further submitted by the 1st Party that, the entire action on its part was/is fully bonafide and in the interest of the organization and go-by had to be given to the normal enquiry, because in the existing circumstances it was not possible to hold the enquiry and nor was it advisable to delay the action as it would have further demoralized the Managers, officers etc. who were very scared of these workmen.

36. It is further submitted by the 1st Party that, only after the dismissal of these 12 concerned workmen, the fear psycho that existed in the minds of the managers, officers and other staff could be removed and their moral was established slowly. It is submitted by the 1st Party that, it can be seen from the records and the settlement on the charter of demands could be arrived only after the dismissal of these 12 workers.

37. It is further contended by the 1st Party that, in the circumstances as stated above, no case exists for granting any relief including interim relief claimed by the workmen and entire reference is bad in law, not maintainable, it is devoid of merit, and be rejected in toto.

38. 1st Party further submits that, the entire reference is bad in law and not maintainable in view of the settlement dated 8th November, 2001 signed between the parties and having regards to the minutes of the meeting signed before the Chief Minister of Goa, no relief as claimed by these workers can be granted, the entire reference is vague and does not show on whose behalf the dispute has been raised, as no names of the dismissed workers are occurring on the order of reference and on that ground alone the reference is liable to be rejected. It is stated that, no justification of whatsoever nature exists for granting any relief including any interim relief to the workers. It is further submitted by the 1st Party that relief, if any, considered in the existing matter will amount to granting premium for indulging in violence and will amount to reward those persons who have committed serious crime by taking law in their hand for attempting to murder their superior authority at the mine, 1st Party therefore prayed that no interim relief should be granted to these concerned workers in these premises and as per the order of the Hon'ble High Court has asked this Tribunal to decide only final relief and not the interim relief.

39. It is further contended by the 1st Party that, for the reasons stated hereinabove, the entire reference is liable to be rejected.

40. 1st Party denied that, the workers were working sincerely and performing their duties. It is further contended by the 1st Party that, the workers cannot except the higher wages for no reasons and for the purpose of higher wages for no reasons and for the purpose of higher wages, industry cum region principle, paying capacity, and wage level in comparable concerned are required to be considered.

41. It is further contended by the 1st Party that, it is absolutely false to state that, during the discussion the management took a rigid stand and therefore the amicable settlement could not be arrived at 1st Party contends that, it is because of the adamant attitude of the Union and the workers inspite of the justified explanation given by the 1st Party of the correct situation did not desire to sign the settlement. It is denied by the 1st Party that, at any time it increased the working hours.

42. 1st Party denies that, at the time of incident these 12 dismissed employees were not present.

43. 1st Party emphatically denied that, these 12 dismissed concerned workmen were illegally dismissed by letter dated 16th July, 2001 and submit that, the reasons for their dismissal have been given in the said letter dated 16th July, 2001.

44. 1st Party denies that, these 12 dismissed concerned workmen were not involved in the incident referred in the letter dated 16th July, 2001. It is submitted by the 1st Party that, their involvement was not only seen by the other officers but the persons who have been brutally assaulted and manhandled have also confirmed their involvement in the said incident and it is denied by 1st Party that these concerned workmen have not committed any misconduct.

45. It is further submitted by the 1st Party that, the show cause notice or chargesheet was not issued to the workmen. The company submits that, the circumstances under which the company had to take the decision of dismissal of these concerned workmen, these concerned workmen themselves were responsible for the same and it was not possible and beyond the control of the 1st Party to issue any show cause notice or chargesheet or hold an inquiry at the relevant time.

46. It is further contended by the 1st Party that, the present case does not fall under the provisions of standing orders as referred by these 12 dismissed concerned workmen. It is further contended by the 1st Party that, as per the law, the management had two choices, whether to take the disciplinary action after holding enquiry or dismiss the person without the enquiry and prove the charges before the Hon'ble Tribunal. 1st Party in the circumstances of the case prevailing therein thought in bonafied interest of the Company, to opt for the second option, which is in accordance with the law. It is further submitted by the 1st Party that, the situation then existed immediately after the incident, it was not possible to hold any domestic enquiry before taking disciplinary action against the workman, there is no question of violating any principles of natural justice or any hearing was required to be given before taking action of dismissal of these workmen. In this connection 1st Party craves leave to refer to and rely upon the relevant documents and the evidence.

47. It is contended by the 1st Party that, the judgment referred in para 8 of the reference has no relevance to the facts of this case and contends that its action of dismissal of these workmen are not illegal and deny that, they require to be reinstated with full back wages.

48. 1st Party denies that, the letter dated 16th July, 2001 was issued to these concerned workmen to victimise them as they were the active workers of the Union or otherwise. 1st Party submits that, these 12 concerned workmen, were dismissed for cogent reasons mentioned

in the dismissal letter. It is emphatically denied by the 1st Party that, they were falsely implicated in the case or any revenge is being taken against them for the reasons alleged or at all. 1st Party submits that, in so far as the reference to the misconduct mentioned in the said paragraph are concerned, 1st Party reiterates and confirm the contents of the dismissal letter. 1st Party denied that, these concerned workmen had not stopped the second shift bus or they were not at the gate or went home after their duty hours. 1st Party submits that, these concerned workmen were at the main gate, they stopped second shifts bus and had committed the misconducts as mentioned in the dismissal letter, therefore, the allegations that, the management intentionally implicated the workmen in false and fabricated case is devoid of any substance and therefore denied. It is also denied by the 1st Party that, these concerned workmen did not bang the Police jeep violently or did not force the police to reverse their jeep to protect it from serious damages.

49. 1st Party reiterates and confirm that, these workmen were fully involved in the incident of 9th July, 2001 as mentioned in the dismissal letter and they committed serious misconduct as mentioned in the dismissal letter dated 16th July, 2001 and denies the stories made out by them that they went home after changing their dresses etc. etc. and denies that, their names were not there in the complaint filed with the Police. 1st Party submits that, it is correct that, in the original complaint only 5 names were mentioned, because Mr. Tilve though knew the workmen, was not familiar with the names of these workmen and original complaint was given immediately and in adverse situation of conditions. However, after verifying/identifying the persons, the other names were given in the complaint and it is emphatically denied by the 1st Party that, their names of these concerned workmen were added for the reasons as alleged.

50. It is further contended by the 1st Party that, as stated hereinabove that, initially names were given by Mr. Tilve in the complaint in most adverse circumstances though he knew the workmen, he was not familiar with their names and therefore the name of Mr. Babuli Gawli was wrongly given in the complaint. 1st Party submits that, after the enquiry, it was established that Mr. Babuli Gawli was not involved in the incident/misconduct as mentioned in the dismissal letter dated 16th July, 2001, therefore he was not dismissed. 1st Party further submitted that it is not now within its jurisdiction to delete the name of Mr. Babuli Gawli in the Criminal complaint. It is further contended by the 1st Party that, 12 workmen were dismissed after full and proper investigation of the case and after ascertaining their involvement in the incident and when it was found that 12 workmen actively participated in the brutal assault and committed grave and serious acts of misconduct as mentioned in the dismissal letter, they were dismissed. 1st Party denied that, their act

is discriminatory or that the dismissal is required to be set aside or that the workers are required to resume the duty with continuity of service and full back wages as alleged or at all.

51. 1st Party emphatically denied that, the matter of Charter of Demands was pending before the Conciliation Officer at the time of issuance of the letter dated 16th July, 2001.

52. 1st Party further contended that, at the time of dismissal of these concerned workmen no conciliation proceedings were pending before the Conciliation Officer or any industrial dispute was pending before the appropriate authority, therefore, the question of filing any approval application under Section 33 of the Industrial Disputes Act, 1947 before any appropriate authority or paying one month's wages does not arise.

53. 1st Party further submitted that, the judgment of Apex Court cited by 2nd Party in the reference has no relevance to the present case and denied that, it dismissed these workmen without complying with Section 33 of the Industrial Disputes Act, 1947 or any other provisions of the said Act.

54. 1st Party denied that, after the dismissal these workmen are unemployed or could not succeed in getting the job or are undergoing hardship for the reasons as alleged.

55. 1st Party submits that, the entire action taken by it is fully justified and proper and denies that, the dismissal is illegal, improper and/or unjustified. 1st Party submits that, no case exists for grant of any relief to these concerned workmen including the relief interim reliefs and prayed that, the Reference be rejected with costs.

56. 2nd Party filed rejoinder, through Dilip B. Mayekar and other worker at Exhibit 39, and 41 to 51 stating that, the matter of Charter of Demands of all the workmen, in which 2nd Party was involved were pending in conciliation proceedings and the conciliation proceedings were held on 4th July, 2001 before the Assistant Labour Commissioner, (Central) / Conciliation Officer, Vasco da gama-Goa. It is further stated by the 2nd Party that, at the time of dismissal of their services the employer did not file any approval application under Section 33(2) (b) of Industrial Disputes Act, 1947, neither paid nor offered one month's wages at the time of dismissal of their services. It is stated by them that, the action of not filing the approval application amounts to non-grant of approval under Section 33 (2)(b) of the Industrial Disputes Act, 1947 and the effect of non-grant of approval under Section 33 (2)(c) of the Industrial Disputes Act, 1947, is that, the order of dismissal become ineffective from the date it was passed and the workman become entitled to wages from the date of dismissal and they are deemed to have been continued in service entitling them all the benefits. It is further contended in rejoinders that, the employer who

contravenes the provisions of Section 33 invite a punishment under Section 31 (1) and the said conditions are mandatory. It is further submitted that, as the 1st Party has contravened the said mandatory provisions of the law hence on this count alone the dismissals of these workmen are illegal, unjustified and bad in law and the workmen are entitled for full back wages with continuity in service.

57. It is contended that, though Sesa Goa Workers Union signed settlement with the Company but the legitimate and rational increases were not considered, considering the capacity to pay on the basis of the region cum industry as claimed. It is contended that, in fact the wages were far below considering all these principles as sought.

58. It is further stated that, the Charter of Demands dated 29-2-2000 was sent by the Union to the 1st Party, however, 1st Party refused to have negotiations on the same and in fact sought to introduce illegal changes like Third Shift working, Staggered Weekly off, continuous work concept without seeking to discuss with the Union. It is denied that any adamancy was shown by the Union in negotiations. 2nd Party submits that, without considering to make the workmen who were employed as permanent, 1st Party desired to introduce the Third shift. It is denied that, the sanction was obtained by the 1st Party in the year 1999, vide order dated 14.12.1999, as claimed. It is stated that, the sanction was only received for shipment and that too for a limited period for April and May.

59. It denies that, the provisions of law were complied with before implementing the Third shift or the introduction was in accordance with the Certified Standing Orders and that, the four mining activities were operated by the temporary workers as claimed. They also denied that, the implementation of Third Shift to permanent workers were done for survival or expensive machines or equipments were idle during the said and 2nd Party further submitted that, if the contention is accepted of the 1st Party of temporary workmen working then, the alleged expensive machines and equipments remaining idle or vice versa does not arise. It is stated that, Third Shift working of mine is a common practice worldwide or even in the rest of the country, however, the said system is not prevailing in the region. 2nd Party further submitted that, there was no justification for introduction of Third shift. It is stated that, the workmen and the Union placed on record that the Third Shift working is neither competitive nor a cost saving and in fact was not in consonance of the Mines Act.

60. It is further stated that, in fact the Certified Standing Orders require 21 days Notice before introduction of a new shift. It is case of the Union that, since all the attempts on the part of the Union and the workmen had failed to satisfy the Company not to implement illegal change, it was decided by the Union to give notice of hunger strike. It is further stated by them

that, even the individual workmen by meeting the Departmental Head sought to make an effort to convince them not to introduce the Third Shift as sought to be done. It also denied that, the permanent workmen were working over time for the work sought to be introduced in the Third shift. It is stated by the 2nd Party that, by Notice it had intimated to protest and even sought to justify that the action of the employer was not proper, however, all in vain and therefore the 2nd Party was constrained to resort to hunger strike. It further submits that, since the notice was not in accordance with law and since it was well in advance intimating of the workmen not report, there was no question of implementing the said notice.

61. It is stated that, since the 1st Party was bent upon in resorting to illegal activities the Union was left with no alternative but to proceed with hunger strike as informed to the 1st Party as well as the Dy. Commissioner of Labour (C) and there was no question of the workmen reporting for duty in the third shift. 2nd Party further submitted that, no action was taken against any workmen for their not reporting in third shift since 1st Party was aware that their action of calling upon the workmen in third shift was illegal and unjustified. It is stated that, the workmen were aware of some of their representatives being on hunger strike and that, the notice calling on Third shift is illegal and unjustified, therefore, did not report for duty. It is further submitted by the Union that, the 1st Party making the workmen absent is totally illegal.

62. It is further case of the workers that, the alleged incident is a figment of imagination of the 1st Party. It is stated that, in fact no incident as alleged had taken place and the 2nd Party workmen have set out the facts in their Statement of Claim. It is made out that, the Police Authority having information without anything happening itself reveals that the action of dismissal was pre-planned only with a view to victimize the workmen. It is further stated that, till 9-7-2001 there was no police man at Codli Mine or any other place. They denied that, on 9-7-2001 at about 2.00 pm or any time on that day, the first, general and 2nd shift workers started gathering at the main gate or the workmen concerned in this Reference were present at the main gate. They also denied that, these 12 concerned workmen were at the forefront of the mob or they became violent and that one of the officer of the Company came to request the Police Inspector and the Police to control the 12 dismissed workmen and the mob or the vehicle of the said officer was not allowed to go out and that Mr. A.N. Joshi and the Police Inspector proceeded towards the mob or the Sub-Inspector asked Mr. Joshi not to come out of the office and go back to his cabin. It is further stated by them that, no any phone call was received or the concerned 12 workmen entered into Mr. Tilve's cabin. It is stated that, the 12 concerned workmen as well as the mob immediately surrounded Mr. Joshi when he left Mr. Tilve's cabin and they caught hold of Mr. Joshi or pushed him

out or that, Mr. Joshi was continuously hit by the workers with first blows, by hands, umbrellas, or boots. It is also denied by them that, the concerned workmen shouted filthy and abusive words against Mr. Joshi or spectacles or wrist watch of Mr. Joshi was broken in process. They denied that, one of the concerned workmen threw flower pot on the head of Mr. Joshi or Mr. Joshi avoided the attack. It is further stated by them that, no incident had occurred and therefore Mr. Joshi trying to explain did not arise or it resulted in Mr. Joshi being beaten up. It is denied that, Mr. Gurudas Naik tried to save Mr. Joshi or Mr. Naik was also manhandled as claimed.

63. It is further denied by them that, Mr. Joshi was dragged to Notice Board near the Land Transport Department as alleged or at all and that, one of the concerned workmen with his umbrella broken the glass of the Notice Board or beaten Mr. Joshi as claimed. They denied that, the notices were removed or thereafter Mr. Joshi was dragged to the workshop. They also denied that, the concerned employees tried to force Mr. Joshi to remove the notice from the notice board or on the concerned employee stopped Mr. Joshi or insisted one Mr. Glen Faria who had displayed the notice should remove the notice in presence of Mr. Faria and Mr. Faria was called and forced to remove the notice from the Notice Board. They denied that, the concerned employee forced Mr. Joshi to write a dictation which was dictated by few of concerned workmen. They denied that, Mr. Joshi scared of the attitude wrote the declaration as dictated. It is also denied that, Mr. Joshi was forced to sign and verify the declaration and that, the Police was unable to rescue Mr. Joshi or Dr. Sunil Kakodkar took Mr. Joshi on stretcher is nothing but a figment of imagination. It is also denied that, Mr. Joshi was manhandled or assaulted or was thereafter rushed to Goa Medical College as claimed.

64. It denied that, Mr. Joshi was brutally assaulted or manhandled by the concerned workers or received serious injuries or his survival was miracle. It states that, it is not aware whether Mr. Joshi was in hospital for 18 days, It is denied by them that, there was any mob or the mob was violent or the police remained as observers only as claimed or at all and that the workers took law in or created terror in the minds of the managers or officers.

65. It is stated that, any alleged incident took place or the same was shocking or horrifying to all the staff and officers at Codli mines. It is stated that, the suspension of the operation by the Company was a creation of the Company solely with a view to victimize the concerned employees. It is denied that, the morale of the entire staff was shaken or they were scared to report for duty or the confidence of the managerial or other staff was shattered. It is submitted that, the act of the Company of suspending the operation at Codli mines without any reason the employees in the other establishments protected the same action on token strike. It is denied that, at any time the

officers or staff reporting for duty or attempting to report for duty were threatened of their life being in danger by the concerned workmen or that on 12-7-2001 the employees standing outside the main gate were shouting as alleged or at all. 2nd Party also denied that, the workers were not ready to listen the Mamlatdar and they threatened as alleged or at all or that the Mamlatdar was required to drop the officers and managers in Police jeep.

66. They denied that, the concerned employee had manhandled or assaulted Mr. Joshi or the Police and the Government authorities expressed their inability to give protection. They further submits that, in fact the Police authorities were satisfied of nothing having transpired but the 1st Party was making a huge and cry. They denied that, 1st Party bonafide decided in the interest of the organization or particularly in regard to the safety of officers and managers not to retain these concerned 12 workers. They denied that, any of the officers, including the alleged assaulted General Manager was scared of the dismissed workmen. 2nd Party further submitted that, there was no circumstances or bonafide reason for dismissing the concerned workmen and the termination was in total non-compliance of provisions of law.

67. They denied that, it was not possible to conduct an enquiry nor the same was advisable even after the dismissal on 16-7-2001. They denies that, only after the dismissal of the concerned workmen, the morale was established slowly as claimed by the 1st Party. It is submitted by them that, the Settlement was arrived at on 8-11-2001 when the dismissal came on 16-7-2001 this itself would show that the contentions raised by the 1st party in paragraphs 30 and 31 are baseless. It is submitted that, based on the statements and submissions made in the Statement of Claim reference be adjudicated in favour of these 12 concerned workmen.

68: In view of the above pleadings issues were framed by my Ld. Predecessor at Exhibit 62 which I answer as under :

ISSUES	FINDINGS
1. Whether the action of the Management Sesa Goa Ltd. in dismissing the 12 workmen from service was justified in law?	Yes
2. Whether there were circumstances for holding that the employer could not hold enquiry against each of the 12 workmen mentioned in the order of reference?	Yes
3. Whether the action of the Management of Sesa Goa amounted to punishment?	No

- | | | |
|----|---|------------|
| 4. | Whether the workman was discharged from service by way of victimisation? | No |
| 5. | Whether the action of the Company was in accordance with the provisions of Section 33 of the Act? | Yes |
| 6. | What relief if any, the workmen are entitled to? | No relief. |

REASONS:**ISSUE No. 2:**

69. The services of these 12 concerned workmen were terminated by the 1st Party by termination notice dated 16th July, 2001 mentioning grounds that, all these workmen gathered at the main gate and attacked brutally to Mr. Joshi, the General Manager (Mining) and others on 9th July, 2001. In the said termination order, which is common, in all employees where common reasons were given of beating to Mr. Joshi brutally and other officers as well as leveling allegations of willful insubordination or disobedience falsification, or defacement, stoppage or going on illegally striking or abetting, inciting, instigating or acting in furtherance of such strike or stoppage, or causing willful damage, to or sabotage or loss of goods or property of the Company, breach of Standing Orders or any law applicable to them, being drunkenness or riotous, disorderly, insolent or indecent behaviour or of any act subversive of discipline under the influence of alcohol, assaulting officers and employees of the Company, loitering or idling during working hours or absenting himself from work or place of work, willful falsification, defacement or destruction of personal records or any other records of the Company. Besides it is mentioned in the said termination letter that, the Company wanted to conduct an enquiry which was not possible for them due to tense atmosphere created as a result of said beating and without holding the domestic enquiry after levelling charges, company decided to terminate services of all these employees involved in the reference. The reason given by the Company is that, it unable to conduct an enquiry by following the norms of domestic enquiry procedure and took action against the employees involved in the Reference. The stand of the employees involved in the reference that, when enquiry was not conducted as well as chargesheet was not given to these employees involved in the reference they unable to reply. It is their case that, without giving opportunity to these workmen involved in the reference and without obtaining explanation from them or without giving them fair opportunity action taken by the Company of termination which is not just and proper.

70. The stand of the Company is that, due to tense atmosphere created by the employees it unable to conduct an enquiry. Going ahead Company states that, there was such a tense atmosphere which did not permit Company to hold an enquiry. Even officers and staff of the Company

were not coming forward to say anything about the incident as the incident was so horrible and shocking which did not even permit anybody to whisper about the said at any level about the incident.

71. Against that, stand of the concerned 12 employees is that it was not like that as projected by the Company and they are falsely involving them and taking undue advantage of picture coloured by the Company about the alleged incident. It did not conduct an enquiry, did not give opportunity to the workmen involved in the reference to say about the charges or allegations and decided to terminate their services.

72. Here core point which arise for consideration is whether Company has sufficient reason not to hold an enquiry or domestic enquiry on the ground as alleged by it? Besides we have to see whether false picture was projected by the Company for not conducting an enquiry or domestic enquiry to find it easy for them to terminate these employees ?

73. For that, we have to see the case made out and the story narrated by the Company. Company by examining Joshi, General Manager (Mines), alleged to be main witness, rather main victim who by giving his evidence which is try to support by other officers to project that, the atmosphere was so created by the employees which did not permit Company to conduct an enquiry by appointing Enquiry Officer or even think to issue charge sheet against these employees and call employees and go for enquiry. Company's case is that, they beat Mr. Joshi very brutally. Their case is that, even they dragged him from one place to other and tried to destroy the notice. It is their case that, they eve did not bother to damage the property of the Company as well as did not feel shame to disturb the working schedule of the Company. It is alleged that, there was mob of more than 300 employees and among them these 12 concerned employees were active who actually instigated others for beating Joshi and others, damaged the property and created very tense atmosphere. It is alleged that, Mr. Joshi was not permitted even to be treated by Doctor. It is alleged that, mob was led by these 12 employees and all were shouting that, they want to teach a lesson to the Company and to show how strong they are and how Company can implement any decision which was objected by these employees and without their consent and which is objected by them.

74. Now, in this scenario we have to see whether, it was possible for the Company to conduct an enquiry or not as stated by it? Number of documents are produced by the Company to substantiate its action in not initiating with an enquiry. These documents are produced in the form of copies, at Serial Nos. 1 to 10 in the form of the correspondence of the Company regarding intimation of third shift, pages 11 to 15, of Exhibit 52, letters to Police dated 10th July, 2001 seeking Police aid, pages 17 to 20, of Exhibit 52, and the copies of the newspaper cuttings which reveals that, there was a displeasure in the workers who were working with the 1st Party and there was unrest pages 21 to 28, of Exhibit 52, reveals that, letters were written to the Superintendent of Police seeking Police

protection on the site of the 1st Party Company. Pages 29 to 32, of Exhibit 52, reveals that, request was made to the President of the Sesa Goa Workers' Union. Pages 33 to 36, of Exhibit 52, are pertaining to xerox copies of the newspaper cuttings which reveals that, Codli Mine was closed, pages 37 to 39, of Exhibit 52, reveals that, letter was written by Sesa Goa Workers Union to the Assistant Labour Commissioner, Vasco Da Gama. Pages 43 to 48, of Exhibit 52, reveals that, correspondence was going on between the Company and Union regarding disturbance in the Company's area and were trying to remove it. Page 51, of Exhibit 52, is letter to Police. Again pages 53 to 58, of Exhibit 52, pages 61 to 66, of Exhibit 52, newspaper cuttings, pages 63 to 73, of Exhibit 52, are the copies of the letters written to Police Station. Page 75, of Exhibit 52, reveals that, there was a dispute going on between Union and 1st Party. Pages, 8 to 10, of Exhibit 75, reveals that, there was a failure report sent by Conciliation Officer. Page 11, of Exhibit 75, is notice of shift timings, pages 12 to 136, of Exhibit 75, reveals that, number of correspondence was going on between Union, Government of Goa and 1st Party.

75. Among the above correspondence page 63 of Exhibit 75 is more clearly project how atmosphere was there what way and in what circumstances the employees of the 1st Party were working. By letter dated 13-7-2001 written by Mr. M.D. Phal, the then General Manager, tried to project the nature of threat given to him and to his staff. Even correspondence dated 13-7-2001 at page 63 of Exhibit 75 also reveals that, officers of 1st Party were working under tense and under pressure. Those reveals that, they were demanding protection since they were receiving continuously threats from the workers and feel unsafe. Besides page 64 to 69, of Exhibit 75, written by one Mr. S. B. Chougule, Assistant Manager, also informs Company that, he is receiving threats and he was unable to come forward to depose. Even pages 74 to 81, of Exhibit 75, is a letter dated 14-7-2001, written by Mr. Mangur. Sr. Manager, reveals that, he unable to come forward to depose before the Enquiry Officer. He has given number of reasons as to why he cannot depose. Said witnesses have stated the same in their respective affidavits filed by them in the proceedings at the respective places giving details what threat, was given and why they were unable to come forward and depose.

76. Besides that, I have visited the site and noted the situation of Codli Mines where the incident took place. I have observed that, the Codli Mine is in the remote area i.e. in isolated area and I have given sketch of at Exhibit 90. I visited the site on 18-1-2007 in the presence of Advocates of both the parties. I noted that, the site where the alleged incident took place is in the remote area of the Goa. I noted that, there is main gate to the left side of the gate if one enter from the north side, there is workshop, where 30 - 35 workers work. Then behind it there is a space for Notice Board. Then behind that, there is office of Mr. Joshi and at the last in the row of the office of Mr. Joshi, there is Committee office. Behind office of Joshi there is Dispensary. There is verandha behind the office of Joshi and to the right of the main gate, there is officers' vehicles

parking. It was noted that a Doctor was attending the dispensary during working hours of the Mine. Said place is in the remote area and there is no any residence or place used for residence or by civilians. Almost said place is in the remote area from where operation of Codli Mine was controlled and operated.

77. Looking to the situation and place where alleged incident took place and looking to the picture projected by the officers of the 1st Party which is supported by their written correspondence referred above vis-a-vis Police help obtained time and again, and looking that, attempts were made by the Government of Goa to sort out problems, all this reveals that, there was no peace and atmosphere in the area or more precisely in the area of Codli Mine, it was not peaceful. Moreover, when witnesses were not ready to depose question arise what was the propriety in conducting enquiry? The main victim Joshi was brutally beaten. He depose on oath to that effect. Other officers also support the story of Mr. Joshi. Dr. Kakodkar examined in the reference states that, though Joshi was in need of medical aid, mob did not permit him to give medical aid. Besides, other officers S. B. Chougule, C. C. Shirodkar, Glen J. Faria and Uday Tilve deposed that, they were not in a position to come forward to give evidence. If we consider all this couple with case made out by Company. In my considered view, Company was having sufficient reason for not conducting enquiry. All this reveals that. Company was not in a position to issue charge sheet, and serve it on employees. Admittedly the activities of the Mines are closed during that period i.e. 1999-2001. Looking that, no body was attending work and looking that activities of the Mine were closed which is not disputed and looking to the location of the Mine which I noted does not permit me to conclude that Company was having sufficient reason to proceed with the domestic enquiry by issuing charge sheet and by appointing Enquiry officer. On the contrary this reveals that, Company was having sufficient reason for not issuing charge sheet, not to call explanation on charges and obtain finding of the Enquiry Officer. From all this it reveals beyond expected norms that, Company was having sufficient reason, atmosphere and situation which did not permit it to issue charge sheet, appoint Enquiry Officer, conduct an inquiry by calling witnesses. So I answer this issue accordingly holding that, the Company was having sufficient reason not to proceed with the enquiry.

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78. It is the case of the employees involved in the reference that, 1st Party Company has no reason to terminate these employees. Said act of 1st Party of terminating the services of these employees is not just and proper. On the contrary said termination is alleged to have been taken by the 1st Party Company just to victimise them. Whereas stand of the Company is that, they have sufficient reason to take such an action and their action was just and proper. It is case of the Company that, these employees involved in the Reference with the help of others assaulted the officers of the Company brutally. They

damaged the property of the Company. They disturbed the working of the Company and they deserve for termination. It is case of the Company that, since they lost confidence as well as faith of the Company, the decision taken of dismissal by 1st Party Company is just, proper and was not the decision to victimise the employees involved in the Reference or decision was taken just to punish them.

79. To prove that, 1st Party examined main victim / witness Joshi by filing his affidavit at Exhibit 70. 1st Party also filed affidavits of Shri S. S. Manur at Exhibit 86, S. B. Chougule at Exhibit 87, C. C. Chirodkar at Exhibit 91, Dr. Kakodkar at Exhibit 92, Glen Julian Faria at Exhibit 93, and of Udav Tilve at Exhibit 95. Against that, employees involved in the reference have filed affidavit of Hanumant Chari at Exhibit 99, affidavit of Shantaram N. Velip at Exhibit 100, affidavit of Balangoda Patil at Exhibit 101, affidavit of Dhulo Gawli at Exhibit 102, affidavit of Anand Gopal Vernekar at Exhibit 103, affidavit of Anant Budho Gaonkar at Exhibit 104, affidavit of Prabhakar Gaonkar at Exhibit 105, affidavit of Vinod Kudalkart at Exhibit affidavit of Rohidas 106, Mamlekar at Exhibit 107 and affidavit of Dilip Mayekar at Exhibit 108.

80. In this case 1st Party without issuing the charge sheet and without holding enquiry and without calling the findings of the Enquiry Officer on the alleged incident about the involvement of these workers, took the decision of dismissal against these workmen. The stand of the 1st Party is that since atmosphere was tense created by the workers and the Union in that area during the particular period it was not possible for the Management to conduct an enquiry. It is case of the 1st Party that, in that scenario nobody was ready to come forward and co-operate with the Management when Management was thinking to conduct an enquiry. It is the case of the 1st Party that, it was just impossible for it to conduct an enquiry by appointing Enquiry Officer as well as to call witnesses to depose before the Enquiry officer due to tense atmosphere created by the Workers and Union and admittedly without conducting enquiry and without issuing charge sheet Management took action of dismissal and Management dismissed the employees involved in the reference and terminated them. Said termination is challenged by the 2nd Party then burden shifts on the Management to justify its action of termination.

81. As stated above stand of the 2nd Party is that, none of the employee involved in the reference were present at the time of the incident and it is also the stand of the 2nd Party that, though some of the workers were absent on that day, they were involved wrongly and were falsely implicated. It is also the stand of the 2nd Party that, though some were present on that day, but they did not participate in the said incident and are not responsible for the so called incident. In this back ground burden shifts on the Management to justify its action of termination. Besides burden shifts on the Management to show why it did not issue charge sheet and why it did not hold an enquiry and why it took the action of dismissal without following the due process of law?

82. To prove that, Management examined its witness Aniruddha Narayan Joshi, by filing his affidavit, at Exhibit 70, in lieu of his examination-in chief, who states that, as a General Manager (Mining) Goa his duties amongst others were totally responsible for all mining operations of the company in Goa, viz. work of iron ore extraction, transportation, processing and transfer to river loading point. He states that, in other words he was responsible for the day-to-day functioning of the mines including overall supervision and control of all the employees of mining division of the Company. He states that, 1st Party is a public limited company and it had over a few years invested heavily and increased its capacities in various machines, plants etc. to enable the Company to remain profitable and competitive in the global market. He further states that, only in the core mining area, operation was in two shifts, because of which expensive machinery remained idle for eight hours in the night. He states that, the Company was thus keen to commence night shift operation to reduce cost in the core mining area. Therefore, it initiated talks with SESA Goa Workers Union in May, 1998 itself. He states that, thereafter, 1st Party experienced severe recession which resulted in reduced iron ore prices coupled with reduced iron ore of take as of the steel mills abroad had drastically reduced their production of steel in view of global recession. He further states that, it became critical for 1st Party and to survive, substantial cost savings in all parties of its operation had to be achieved without delay. He states that, Company therefore sent on 12th July, 1999 to the Assistant Labour Commissioner (Central), Vasco Da Gama, a Notice of Change as required under Section 9-A of the Industrial Disputes Act, 1947 and put forth its intention to introduce third shift working in mines, workshop and other departments. He further state that the Assistant Labour Commissioner called for joint meeting to find an amicable solution. He further states that, the Company put forth alternative proposals which also the Union did not agree. He says that, since majority of our employees were already working in third shift, such exorbitant demands not to start third shift could not be accepted by any right thinking organization, only because few workmen objected it. He states that, in the already critical financial position, the demands of the Union would have only resulted in the closure of the Company. He states that, all these facts were brought to the notice of all the workmen by the Company vide its notice dated its 15th September, 1999. He further states, after expiry of the settlement dated 20th May, 1997, the said Union submitted fresh Charter of Demands dated a 29-02-2002 and discussions and negotiations took place between the parties for an amicable settlement.

83. He further states that, the Company wanted to remain competitive, submitted its points to the Union for discussion along with the Charter of Demands and that, these points were mainly for introducing the cost saving steps like, deploying permanent workers in third shift, introduction of staggered weekly off, introduction of continuous work concept at mines etc. He further states

that, the abovesaid demands of the Company were pursued by the Company for two years, in particular deployment of permanent workers in 3rd shift in core mining area, as already prevalent in other areas since the said shift was managed by the temporary workers only. He further states that, in spite of all these efforts of the Company for asking the permanent workers to work in 3rd shift in core mining area, for optimum utilization of men and machinery and also for mutual survival, the Union remained adamant and did not concede to the request of the Company.

84. He further states that, the Company thereafter, after following the provisions of the law, finally notified the implementation of 3rd shift working by notice dated 25-6-2001 to be implemented from 2-7-2001. He states that, the Company had complied with all the provisions of law before notifying the implementation of 3rd shift working in core mining areas, which is also in consonance with the Certified Standing Orders of the Company. He states that, the third shift working for permanent workers was already in vogue in other departments like bundles, screening plants, water pumping operation etc., however, in the Core mining activities as stated above, the third shifts were performed by only temporary workers. He states that, the company wanted that, the permanent workers should also work in core mining areas in the third shift for the purpose of optimum utilization of the men and machinery in order to reduce the mining cost as the skill and experience was not available with the temporary workers, also they were insufficient in number to fully man the third shift. He further states that, implementation of third shift for the permanent workers was also required for the very survival of the company. He states that, the Company had continuously attempted to impress upon the Union that, the third shift working in mine is common practice world wise and in some Companies in our country. He states that, although the Company could have implemented that said shift in the year 1999 itself, it was very essential to implement the third shift working for permanent workers in core mining areas also. He states that, the Company was compelled to notify the said shift schedule for some of the permanent workers as said above. He states that, accordingly a notice to that effect was displayed on the notice board on 25-6-2001 notifying the shift schedule at Codli and Sonshi mines. He further states that, the Union gave a notice to go on hunger strike.

85. He states that, after reading the shift schedule some permanent workers started objecting to the said shift schedule and some permanent workforce continued to object for asking them to work in third shift and gave notice of hunger strike and the same was neither legal or justified. He states that, permanent workers who were deployed for the third shift working from 2-7-2001 did not report for work severely affecting the third shift operation. He further states that, the said hunger strike was started by the Executive Committee members of the Union near the Secretariat at Panaji. He further states that, the permanent workers who were deployed for third shift did

not report for work on 2nd, 3rd and 4th July, 2001. He states that, thereafter the Company by its notice dated 5-7-2001 advised that workers not to remain absent. He states that, in spite of persistent and continuous efforts to prevail upon these workers to report for work as scheduled, the permanent workers who were deployed for the third shift, did not respond positively and therefore again yet another letter dated 7-7-2001 was written to these workers individually, asking them to report for work as notified. He states that, simultaneously notice dated 7-7-2001 was also put up to that effect on the notice boards at Codli and Sonshi mines.

86. He further states that, on 9th July, 2001 first shift workers came for work at Codli mine in their usual buses at 7.00 a.m. He came for work at Codli mine at about 8.30 a.m. He states that, subsequently he was informed that, some of the workers who were otherwise deployed to work in earlier week, in the third shift had come at the mine along with first shift workers with the intention to report for work in the first shift though they were not deployed to work in the first shift and that, the shift in charge informed them that, they could not report for first shift as they were required to report for work in the appropriate shift as notified on the notice boards. He says that, he was informed that, the workers who were not allowed to report in the first shift had assembled on the main road which is at about 700 meters away from the main gate at Codli mine. He states that, thereafter around 2-00 p.m., while he was in his office, Mr. Peter Fernandez, the cook-cum-peon told me that, the Police Inspector Mr. Uday Naik has come to see me. He states that, he went to the conference room to meet the Police Inspector. He states that, at that time, Police Inspector Mr. Naik asked him to why he had been called to which he replied that, he has not called him. He states that, he suggested him that, since he had come, he should wait for at least an hour because some of the workers had intention to give the declaration asked by the Company and these workers may not be allowed to give such declaration by other disgruntled workers who were opposing it and therefore they may require some protection and help, to which Mr. Naik, the Police Inspector agreed.

87. He further states that, the second shift workers came for work at mine in their usual buses at about 2.00 p.m. He states that at around this time Mr. Chintamani Shirodkar, Chemist wanted to go out of the gate near office in the Company's vehicle, however, he was prevented by the workers mob, which had entered the mine premises and assembled near the office main gate. He states that, Mr. Shirodkhar came running to him in the conference Room where he was with Mr. Naik, the Police Inspector and he told us about the mob and incident. He states that, Mr. Chintamani while informing about the stoppage of vehicle also cautioned him that, the mob had become violent and was using abusive words specifically against him. He states that, he was advised not to go near the gate since mob was violent.

88. He states that, thereafter he was told that there is a telephone call for him in Mr. Tilve's (G.M., Mining Services) cabin which is adjacent to his cabin and to attend it he left the Conference Room. He states that, at that time Mr. Tilve was present in his cabin. He states that, while talking on telephone, in Mr. Tilve's cabin he saw some of the workers were rushing towards his cabin and he immediately opened Mr. Tilve's cabin door and came out. He states that, the moment he came out he saw Mr. Anant B. Gaonkar, Mr. Dhulo D. Gavali and Madarsab Olekar were coming out of his cabin. He states that, on seeing him, they started beating him with their umbrellas and fists and profusely abusing him, pushed him out of the corridor, due to which he fell on the floor of the veranda. He states that, thereafter other workers namely Balangouda Patil, Madarsab Olekar, Anant B. Gaonkar, Dhulo D. Gavali, Hanumant Chari, Vinod M. Kudalkar, Anand G. Verenkar, Shantaram N. Velip Rohidas Mamlekar, Dilip Mayekar, Prabhakar P. Gaonkar, Piedade Colaco started kicking him with their safety shoes and started hitting him on his head with their umbrellas. He states that, at that time he managed to take a defensive sitting posture. He states that, however, the above workers continued kicking him with their steel toed safety shoes. He says that, he fortunately noticed that Mr. Anant B. Gaonkar was about to throw an earthen pot with a plant weighing about 10 kg. on his head, he took a defensive posture to protect himself. He states that means while Mr. Vinod Kudalkar caught hold of his legs and dragged him from the veranda across a one foot high kerb bordering to the lawn and then to the flag post in the law with the help of others and the remaining workers mentioned above, were mercilessly started beating him and he was profusely bleeding and more or less become unconscious. He states that, during this an Operator by name Mr. Dassu came close to him and lifted him, hugged him and thus tried to save him from further assault and said in Konkani that, "whatever happened is enough". He states that, however, these 12 workers manhandled him and pushed him away. He states that, he was dragged to the land transport notice board when Mr. Anand Gaonkar directed him to remove all the notices from the notice board displayed on the land transport notice board. He states that, then these workmen again dragged him to the mining office notice board which is about 3 meters further away. He states that, the said notice board was locked and he was asked to remove the notices from the said notice board. He further states that, since the said notice board was locked he asked Mr. Oliver Fernandez of Mining office to search for a key and since Oliver Fernandez could not find out the key, Mr. Shantaram Velip got excited and again beat me with his umbrella and then he broke the glass of he notice board with the same umbrella.

89. He further states that, during all this time Mr. Olekar was continuously shouting using abusive language. He states that, when Mr. Anant Gaonkar started shouting and wanted to beat again Mr. Hanumanth Chari told him to wait so that, he could be dragged to the workshop to remove the notices displayed on that notice

board. He states that, accordingly they dragged him to the workshop to remove the notices displayed on the workshop notice board. He states that, he was about to touch the said notice board Mr. Anant B. Gaonkar stopped him and said that, these notices were put by Mr. Glen Faria, the Department Head of workshop and, therefore, this was required to be removed by him only. He states that, they went to call Mr. Glen Faria and proclaimed to the crowd that Mr. Glen Faria is coming and nobody should touch him and pushed the crowd back. He states that, thereafter Mr. Glen Faria came and as per the instructions of these workers he removed the notices from the notice board. He states that, thereafter these workers started shouting that he should write a declaration on the notice itself and in the meanwhile Mr. Chari told him in Konkani and Marathi about what is to be written in the declaration. He states that, after signing the declaration, these workers allowed certain officers to bring a stretcher near to him who physically lifted him and put on the stretcher and was first taken to Company's dispensary and then shifted by ambulance to Goa Medical College Hospital. He states that, he was in the hospital for about 10 days struggling to survive. He further states that, from the time he was hospitalized he and his family were getting threats of dire consequences. He states that, the entire incident has shaken him and all his family members and demoralized the Company as a whole. He further states that, the fear psychosis which was created and existed in his mind and in the mind of other Managers and officers was such that it was impossible for him as also any officers to give any evidence in any enquiry, that would have been held against these 12 workers. In the cross this witness admits that, he was General Manager in 2001 and at present he is Chief Marketing Officer. He admits that, employees working at mine site at land transport are marked presency by looking face whereas in other office presence of employees is marked by employee by punching I/Card. He admits that, distance between Mines and office range from 100 mtrs. to 3 kmts. He states that, he can produce the presency record of the concerned employees. He admits that, bus facility is provided by company to attend Mines. He states that, around 1980 Company might have started Mining activities at Codli Mines. He admits that, third shift was operative even in Coal Mining since beginning and that Pumping operation in coal mining is operated with the help of permanent employees in third shift. He admits that, third shift to the employees was started in coal mining areas in 1998. He admits that, apart from 400 permanent employees, there was temporary employees and workers on contract. He states that, temporary employees may be 20 and contract workers may be 100 despite 400 permanent employees. He states that, major part of the iron ore is exported and it is reduced in monsoon season, drastically. He admits that, employees are governed by Certified Standing Orders of SESA. He states that, Certified Standing Orders permit company to give only 14 days' notice to start third shift or any additional shift. He states that, there are various reasons to start

3rd shift with the help of permanent employees from July, 2001 i.e. (1) Company did not get proper level though it tried hard, (2) to reduce cost by introducing 3rd shift, (3) to reduce cost of raising product. He also admits that, the Union has submitted its charter of demands on 29th February, 2000 and immediately negotiations started. He admits that, at least six workers out of 12 involved in reference were expected to report in third shift. He also admits that, after failure report, on duty, the company had sent notices to those at their residence. He admits that, he has habit of putting date below signature. He admits that, after notice of third shift, Union gave notice of hunger strike. He admits that, the main gate of the Company is far away from work place of mine in most cases. He states that, he is not aware whether on 9th July, 2001 workman Anand Verelar was on privilege leave. He also states that, he do not know whether Dhulo D. Gawli was absent on that day. He states that, he do not know whether Madarsab Olekar reported late on duty on that day. He admits that, he did not enquire whether these 12 were on duty or absent from work or where were they. He states that, Mr. Tilve the General Manager of Mining might have given complaint to the Police. He admits that, criminal case is going on regarding alleged incident of 9th July, 2001 and he believes that only these 12 are prosecuted in that case. He states that, he do not remember, whether 16 employees are prosecuted on the said alleged incident by the prosecution. He admits that, Babuli Gawli, Azavade, Bagwant K. Gaonkar, Damodar Naik, Mariapa Chawade are working with the company except one i.e. by Babuli Gawli at No.1. He states that, it may be that Gawli has taken VRS after 2 years after the incident. He admits that, no charge sheet was served on dismissed employee nor show cause notice before taking action of dismissal. He also admits that, no opportunity was given to the dismissed employees before taking action against them. He admits that, timings of 1st shift in those days as in between 6.45 a.m. to 2.15 p.m., 2nd shift between 2.15 p.m. to 9.45 p.m. and third shift from 11.15 p.m. to 6.45 a.m. He admits that, there is a security gate between camp and administrative office. He admits that, workshop employees after getting down from camp go to the workshop for marking their attendance whereas employees of mine and land transport come to mine office and workshop employees to mark their attendance at workshop. He also admits that, these 12 dismissed workers were not either committee members nor office bearers of SESA Goa Workers Union. In reply to a question he states that, he believe Company had permission to start 3rd shift in Coal mining. He states that, in most of the cases development work in coal mining areas is carried in monsoon season. While answering to a question put to him about presency of Inspector Naik he states that, Mr. Naik told him that as per message he has come to meet him, but he did not call him. He states that, he realized mob gathering around 11.30 a.m. He admits that, Mr. Uday Naik with 3 to 4 policemen arrived there. He states that, he cannot tell, the names of the employees who were willing to give declaration as stated in the

affidavit. He states that, he is not aware whether, Dilip Mayekar worked upto 10.00 p.m. on the day of the incident and whether Hanumant Chari worked upto 9.45 p.m. in the workshop on the day of alleged incident. He also states that, he is not aware whether Mr. Olekar was not permitted to report on duty on 1st shift on the day of alleged incident. He admits that some of the employees own their two wheelers. He also admits that, staff buses record its arrival at the gate. He also admits that, workers used to attend the place of work by the vehicle provided by the company. He states that, to his memory, Inspector Uday Naik was not carrying weapon nor was in the uniform. He states that, he do not remember whether company has suspended its operations from 9th July, onwards. He also states that, he is not aware whether company has not paid wages of employees from 9th July to 8th November, 2001. He admits that, he was hospitalized on 14th July, 2001 as stated in the affidavit. He states that, neither Hospital authorities nor the Company provided him with the typewriter in the Hospital. He also states that, he is not aware whether Mr. Shantaram Velip is not involved in the criminal case is still dismissed. He states that, in the Workshop there is record of a group and not of individual workers whereas in the mines it is individual record of workers of operations.

90. Then Management examined Sharma Gurunath Mannur by filing his affidavit, at Exhibit 86, in lieu of his examination in chief, who states that, he was working as a Senior Manager, Manager Personnel & Administration. He states that, as a Senior Manager (Personnel) his duties were amongst others, Personnel and Administration, Labour matters, Welfare, Industrial relations, interacting with various departments including personnel departments of Karnataka and Orissa units of the Company. He states that, though the Company displayed/issued notice on 25-6-2001 for implementation of the 3rd shift still sanction for implementation of the third shift was legally obtained by the Company which was confirmed by the Government in the year 1999. He further states that, the third shift in other core mining areas was necessary to achieve productivity and to face international competition by reduction in production cost. He states that, though it was not legally necessary, Company gave a notice under Section 9-A for introduction of third shift. He further states that, during conciliation meeting also the Management informed that working of 3rd shift in the said core mining area will be implemented from 2-7-2001. He states that, since there is a necessity for implementation of 3rd shift and the Union had continued its non-cooperation stand, the Management had no option/alternative but to implement 3rd shift working in the core mining areas.

91. He further states that, the Management displayed notice dated 25-6-2001 and as per said shift schedule third shift was to start from 2-7-2001 and the names of the permanent workers were notified. However, permanent workmen remain absent on 2-7-2001. He further states that, on 3rd and 4th July, 2001 also these workmen did not report for 3rd shift and as a result of that work suffered in

those departments because of their absenteeism. He states that, on 9th July, 2001 he came to the office at Codli mine as usual. He states that, at around 13.45 hrs. he was informed that Police Inspector Mr. Uday Naik Curchorem Police Station along with few constables had come in the Police van to meet G.M. Mining (Cola). He says that, around 300 workers from 1st shift, 2nd shift and normal shift and workmen who were scheduled to report for work in the 3rd shift as also workmen who were otherwise not reporting for work prior to the date of incident including these 12 workmen concerned in the main reference had gathered at the main gate during that time on 9-7-2001. He states that, some of the workmen including these 12 dismissed workmen were in forefront of mob of the workmen at the entrance of main gate. He states that, some of the workmen were under the influence of the liquor, some of them were shouting using abusive language against Mr. Joshi and management. He states that, workers started banging violently on the police jeep and forced police to reverse their jeep so that, they should leave the place. He states that, these workers were not permitting the movement of office staff/officers. He states that, all the staff, office bearers including Management were tense and disturbed. He further states that, thereafter a group of aggressive workmen headed by these 12 dismissed workmen started searching for Mr. A.N. Joshi G.M. Mining (Goa) and he saw them going towards Mr. Joshi's cabin and after little while he heard a lot of noise in the corridor in front of Mr. Joshi's office. He states that, hearing the noise he came out of his room and he was shocked to see these workmen were ruthlessly beating, kicking and assaulting Mr. Joshi by fist blows, umbrellas, boots and battery torches. These workmen were also shouting with filthy language and with abusing words against Mr. Joshi. He says that, he has even seen that, one of the workmen had thrown the earthen flower pot on Mr. Joshi. He says that, besides him others officers and some of staff including Mr. Tilve, General Manager, Mining Services and Mr. Chowgule, Asstt. Personnel Manager were helplessly witnessing the assault on Mr. Joshi. He further says that, among those who were assaulting Mr. Joshi he notices Hanumant U. Chari, Vinod Kudolkar, Dhulo Gawali, Anant B. Gaonkar, Shantaram. Velip, Rohidas Mamlekar and Dilip Mayenkar and Mr. Prabhakar Gaonkar, Mr. Balangoda Patil, Mr. Madarsab Olekar, Mr. Anand Verenkar and Mr. Pledadge Colaco were also part of the said group who were assaulting Mr. Joshi. He says that, subsequently he heard that, Mr. Prabhakar Gaonkar, Mr. Balangoda Patil, Mr. Madarsab Olekar, Anand Verenkar and Mr. Pledadge Colaco had also assaulted Mr. Joshi. He says that, seeing Mr. Joshi's pathetic condition he tried to go near to him and to try to rescue him from these workers. He states that, Mr. Joshi required immediate medical treatment. However, since he was unable to stand up due to grievous injuries and exhaustion, even in such condition the workers were not in mood to leave Mr. Joshi for urgent medical treatment.

92. He says that, on 12-7-2001 at around 9.00 a.m. the agitating workers including these 12 workmen were at the gate of Codli Mine. They were not permitting Manager and Officers to go out of the office premises to attend their jobs. He says that, since situation at the mine were tense, the Mamlatdar was present along with strong Police force at Codli Mines. He states that, though Mamlatdar was trying to convince the workers, the workers at the instigation of these 12 workmen were not listening to the repeated requests of the Mamlatdar on the contrary these agitating workers told him that these Managers and officers should leave Codli Mines premises before 12 noon otherwise they will not be allowed to leave the mining premises. It is stated that, the Mamlatdar had drop to the Managers/officers on the public road in his / police jeeps.

93. In the cross this witness admits that, in June, July of 2001 there was no case of the Company that, permanent employees were in excess and 3rd shift operation was basically carried out with the help of temporary employees and with the help of some contract labours. He admits that, there was poor take of iron ore of the company as well as company was facing recession in June, July, 2001. He also admits that, there is less work in June to September every year and for mining October, to May is the peak seasons. He states that, he has no idea whether Mr. Anand Verekar was on Privilege leave in the first week of July, 2001 till second week of July, 2001. He states that, he will not be in a position to say regarding attendance or absentee regarding employees on 9-7-2001 and also he will not be in a position to say work was done by the workers involved in the reference on 9-7-2001. He states that, he is not in a position to state what uniform was worn by the 12 workmen, involved in the reference during the alleged incident. He states that, out of 12 workmen involved in the reference some were served with warning notice previously regarding their bad record. He denies that, none of these 12 workmen have not used filthy language or gave abuses against Mr. Joshi or against anybody. He states that, he has submitted report regarding alleged assault on Mr. Joshi. He admits is shown the report dated 14-7-2001 filed at Exhibit 75 page 74. He denies that, it does not bear the names out of the 12 employees involved in the reference lead the mob. He also denied that, this report does not spell presence of these 12 employees and assaulting G.M. Mr. Joshi. He states that, he has not seen anybody pushing or removing Joshi from his office. He admits that, he has not seen Mr. Joshi driven from Land Trust depatt. Mining office or notice board. He admits that, he has not seen Mr. Joshi was forced to write something on notice board. He admits that, he has not filed Police complaint as such. He admits that, no charge sheet was served on these 12 employees, nor enquiry was conducted by giving charge sheet. He admits that, at the gate security staff are available.

94. Then Management examined its another witness Mr. Subash Bapuisaheb Chougule and filed his affidavit

in lieu of his examination-in-chief at Exhibit 87. He states that, presently he is working as Manager, Personnel at Codli Mine and 2001 he was working as Assistant Manager at Codli Mine. He states that, he know these 12 dismissed workmen namely Mr. Anand Verenkar, Mr. Prabhakar Gaonkar, Mr. Dulo Gawali, Mr. Pledade Colaco, Mr. Madasab Olekar, Mr. Rohidas Mamlekar, Mr. Dilip Mayekar, Mr. Balangodada Patil, Mr. Anant Gaonkar, Mr. Vinod Kudalkar, Mr. Hanumant Chari and Mr. Shantaram Velip who were directly involved and responsible for murderous attempt on Mr. Joshi on 9-7-2001 at Codli mine. He states that, considering the circumstances and situation the in mining industry and for economical viability, the 3rd shift working in the core mining areas was very much essential. He states that, though the company was legally and fully justified in implementation of 3rd shift, however, since the company always maintains the cordial and harmonious relations with the workers/union, for last more than two years was trying to convince the union; in spite it, the union was adamant and in non co-operative mood for introduction of 3rd shift. He further states that, considering the situation, the Company had no other option, but to introduce the third shift and therefore, the Company displayed notice dated 25-6-2001 well in advance. He further states that, as per the notice dated 25-6-2001, the third shift started from 2nd July, 2001, however, no permanent workers, except temporary contract workers reported for work in the third shift. He further states that, on 9-7-2001 as usual, I came at Codli mine at about 8.00 a.m. and thereafter attended his duties, in the afternoon at about 12.30 p.m. He went to the canteen took his lunch and after finishing his lunch when he was coming to his office he was told by his colleagues that the workers are very much annoyed and violent and gathering at the main gate and some of them are under the influence of liquor and there could be a problem of law and order situation. He says that, subsequently he was told that a Police Inspector from Curchoerem Police Station along with Police personnel had arrived in their jeep.

95. He says that, at about 2 p.m. he heard that, the mob who gathered at the main gate was shouting slogans by using filthy language. He states that, thereafter he came out of his office and saw that, at the main gate towards the mob, he observed that, there were about 300 workers who had gathered at the main gate. He says that, Mr. Anand Verenkar, Mr. Prabhakar Gaonkar, Mr. Dhulo Gawali, Mr. Pledade Colaco, Mr. Madasab Olekar, Mr. Rohidas Mamlekar, Mr. Dilip Mayekar, Mr. Balangada Patil, Mr. Anant Gaonkar, Mr. Vinod Kudalkar, Mr. Anant, Hanumant Chari and Mr. Shantaram Velip were leading the said mob. He says that, after identifying the workers it was observed that, workers from 1st shift after completing shift did not leave the mine and even the workers who were deployed in 3rd shift also were present at the gate.

96. He says that, after seeing the workers at the main gate, thereafter he came to his office and started his

work, the tense but considering the tense atmosphere at the main gate he was very much disturbed and he was not able to concentrate on his work. Thereafter he saw that, a mob of some violent workers led by Mr. Anant Verenkar, Mr. Prabhakar Gaonkar, Mr. Dhulo Gawali, Mr. Pledade Colaco, Mr. Madasab Olekar, Mr. Rohidas Mamlekar, Mr. Dilip Mayekar, Mr. Balangoda Patil, Mr. Anant Gaonkar, Mr. Vinod Kudalkar, Mr. Hanumant Chari and Mr. Shantaram Velip were proceeding via corridor towards the office of Mr. Joshi. He states that, some of them passed through the corridor in front of my office whereas some of the workers proceeded other side of my office. He states that, they were shouting in Konkani amongst other things "where is Mr. Joshi? We will teach him a lesson: etc. He says that, he has personally seen Mr. Joshi when he was being beaten, dragged, manhandled, and kicked by Mr. Vinod Kudalkar, Mr. Shantaram Velip, Mr. Dhulo Gowli, Mr. Madarsab Olekar, Mr. Balangada Patil. He says that he himself and other officers wanted to save and protect Mr. Joshi from beating and assaults by workers, however they were not allowed to protect him by Mr. Anand Verenkar, Mr. Prabhakar Gaonkar, Mr. Pledade Colaco, Mr. Rohidas Mamlekar, Mr. Dilip Mayekar, Mr. Anant Gaonkar, Mr. Hanumant Chari and other workers. He says that, Mr. Joshi was being assaulted brutally and mercilessly. He says that, he himself and other Managers were trying to protect Mr. Joshi from the assault but these violent workers did not allowed them to do so. He states that, he has even seen that one of the workman had thrown the earthen flower pot on Mr. Joshi. He states that, his shirt was torned. He states that, his spectacles and writs watch were broken. He says that, he and other officers and some of staff were helplessly witnessing the assault on Mr. Joshi. He states that, he himself and others were continuously trying to go further to try to rescue Mr. Joshi, however, the mob did not allow us to go further. He further states that, thereafter he was forcibly taken to Workshop notice board. He further states that, these workers then forced him to remove the said notices and also forced him to write and Mr. Joshi had no option but to write it. He further states that, Dr. Kakodkar who was present there also observed that, Mr. Joshi needed an urgent medical treatment due to severe injury caused to him in view of ruthless and murderous assault by the workers and any how forcibly went through the mob with help of police saying that, Mr. Joshi required immediate medical treatment. He States that, Mr. Joshi was unable to stand up due to grievous injuries and exhaustion. He says that, it was unbelievable that even in such conditions, the workers were not in mood to leave Mr. Joshi even for urgent medical treatment as required and these workers allowed to take Mr. Joshi to the dispensary on a stretcher for emergency medical treatment. He states that, since Mr. Joshi's he was condition serious, was immediately shifted to Goa Medical College Hospital at Bambolim for urgent medical treatment.

97. He further states that, after the said incident, the Management suspended its activities at Codli & Sonshi mines and accordingly at about 6.50 p.m. displayed a notice stating that both Sonshi and Codli mines will remain closed until the safety of all its employees and Company's property can be assured. He further states, that certain essential jobs/ work required to be carried out and to look after the said essential services, including shifting of machinery to safe place, draining out falling thickener water from UFR plant and major electrical shut down. He states that, thereafter some of the officers/Manager including myself went at Codli mine on 12-7-2001 at about 8.30 a.m. and at about 9.30 a.m. they saw that, about 200 workers had gathered near the gate. He states that, considering the tense situation at mine the Police Inspector with his police force and Mamlatdar of Sanguem Taluka were also present at the mine. He further states that, the said mob led by these 12 dismissed workers were not allowing them to come out of the gate to go home. He states that, the Mamlatdar and Police Inspector were discussing with these workers and were trying to convince these workers. In the cross he admits that, third shift was functioning in the Company with the help of contract and temporary labourers, in certain area. He denies that, no notice was displayed by the company declaring that, the workers and Union are opposing third shift and admits that, the documents at Nos. 1 to 5 and 13 are the documents which show that workers and union have objected to the third shift. He states that, in principle, Union agreed for third shift and requested to give notice to the defective employees. When a question was put to him :

“Q : None of the employees were sent for Medical check up though you noted that, they were under the influence of liquor ?”

to which he replied :

“A : I am not aware whether they were sent or not.”

He admits that, he has not stated in report at page 64, now referred to him that, these 12 employees were leading the mob. He admits that, in his report he does not reveal that, these 12 employees involved in the reference have taken initiate. He states that, he learnt from entire scene that, workers were not getting proper guidance for the purpose of working in third shift and nobody conveyed it to him. He states that, from their gestures he noted that , they were under the influence of alcohol and no separate evidence was there on that point. He admits that, the names are given by him after going through the shift schedule. He admits that, one Anand Vernekar was on privilege leave on 9-7-2001. He denies that, he had made an application for extension of leave. He denies that, Mr. Dhulu Gawli was absent throughout in July 2001. He admits that, Mr. Madarsab Olekar was not permitted to report for duty on 1st shift, on 9-7-2001 as he did not report in the third shift in the previous week. He admits that, Rohidas

Mamlekar worked in the 1st shift on 9-7-2001. He denies that, buses left at regular schedule on 9-7-2001. He states that, Rohidas Mamlekar may be having his own scooter. He admits that, Anand Gaonkar was absent in third shift on 9-7-2001, however, he was in the mob which was gathered in the gate. He admits that, Dilip Mayekar was required to report in 2nd shift on 9-7-2001. He admits that, normally he works in the Plant as Electrician. He denies that, Dilip Mayekar on 2nd shift till 10.00 a.m. and was not in the mob. He admits that, Mr. Piaded worked on 1st shift on the day of the incident. He denies that, all the employees involved in the reference were not present in the alleged incident and are falsely involved. He says that, along with him Mr. S.G. Manar, his senior Mr. B. Lobo, Mr. V.M. Kantak, Chintamani Shirodkar and A. Banerjee were present. He denies that, alleged incident never happened and none of them saw it. He denies that, there was no assault on Mr. Joshi by any of these employees. He denies that, he has not mentioned who dragged Mr. Joshi, who assaulted Mr. Joshi and who manhandled him while writing letter of which copy is produced at page 64 of Exhibit 75. He denies that, none of the involved in the reference neither manhandled, assaulted, dragged to Land Transport Deptt. Mr. Joshi.

98. The Management then examined its fourth witness Chintamani Chandrakant Shirodkar and filed his affidavit, at Exhibit 91, in lieu of his examination in chief, who states that, he is working as Senior Officer- B & D in product quality Department of SESA Goa Mines at Codli. He says that, on 9-7-2001 as usual he reported for work at about 8.15 a.m. He states that, after lunch at about 1.30 p.m. when he was leaving to go to Sanvodrem Barga loading point in Sr. Manager, Product quality, Mr. Lobo's jeep, the mob the workers who were led by Vinod Kudalkar, Dilip Mayekar, Balangoda Patil, Anand Vemedkar, Rohidas Mamlekar, Anand Gaonkar, Hanumant Chari, Prabhakar Gaonkar, Piedada Colaca and others. He states that, thereafter, at about 2.20 p.m. he heard the sound of shouting and commotion of the workers. Hearing the noise, he came out of his office and he saw that, the mob of workers led by Madarsab Olekar, Dhulo Gawali, Anand Gaonkar, Hanumant Chari, Prahakar Gaonkar Piedade Colace, Vinod Kudalkar, Dilip Mayekar, Balangoda Patil, Anand Verenkar, Rohidas Mamlekar, Shantaram Vellip had come at the offices and were searching for Mr. Joshi. He states that, he noticed that, Mr. Joshi was coming out from Tilve's cabin and seeing Mr. Joshi these workers caught hold of Mr. Joshi and pulled him in the passage/veranda and started beating him. He states that, they kicked him with gum boats, and gave fist blows, with umbrella, torch etc. He states that, he was thrown on the floor and mercilessly assaulted by these workers. He states that, Mr. Anant Gaonkar, threw the earthen pot on Mr. Joshi. He further state that he along with officers tried to intervene to rescue Mr. Joshi, however, these workers did not allow them to do so and gave them threat that, it is in our own interest not to come forward to rescue Mr. Joshi otherwise your situation will be similar to

that of Mr. Joshi. He states that, all these workmen were in violent mood and were giving bad and filthy words like "Chedyechya", "avocavnya" to Mr. Joshi. He states that, even some of these workers assaulted him and other officers also and because of that he sustained injury on his head and hand which were not visible. He says that, even Mr. Piuedacde Colaco pulled Joshi and threw him on ground in the passage and he suffered pain to his back. He says that, due to physical assault and threat given to him and other officers, and considering the violent mood of these workers they could not give any help to Mr. Joshi. He further states that, these workers dragged Mr. Joshi towards flat pole in front portion of the garden, and further dragged him to mining office. He states that, since the workers were arrogant and in violent mood and threatening us he was scared and did not go to other places where Mr. Joshi was dragged and was beaten mercilessly. He further states that, later on he came to know that, these workmen had damaged and broken the glasses of notice boards and windows and learned that, these workers dragged Mr. Joshi near workshop notice board and forcibly obtained writing from him on the notices. In the cross this witness states that, at present he is working as Sr. Officer (B & D). He admits that, he has not given written complaint regarding alleged assault on him during the incident. He denies that, since he was not at all assaulted or since he has not seen any incident as alleged, no such written intimation or complaint was given by him to the Company. He states that, his statement has been recorded in criminal Court where 16 employees were accused. He admits that, workman Shantaram Velip was not in criminal case still he is dismissed. He denies that, the workers mentioned in para 2 of his affidavit did not stop his way while he was proceeding outside the mine. He admits that, there were many employees beside these 12. He admits that, he has not named any others except these 12 in his affidavit. He states that, round about 300 people were at the gate at the relevant period. He admits that, he received two promotions after the alleged incident. He denies that, he is deposing just to oblige the Company. He denies that, he has not witnessed the alleged incident of dragging Joshi to Mining office. He admits that, there were many officers about 20-25 present in the office at the time of alleged incident. He denies that, he is deposing falsely about throwing of earthen pot on Joshi. He also denied that, none of these 12 workmen abused Joshi on the date of alleged incident. He denies that, no assault took place on the day in question either on men or on Joshi or on others. He denies that, damage of window glasses and breaking of notice board is creation of officers and not of workmen. He denied that, Mr. Joshi was not assaulted on the day in question by various weapons like gumboots, fist blows, umbrella and torch. He also denies that, in rainy season vehicle like dumper and other heavy machinery cannot be moved to mine site due to poor condition of road.

99. Management then examined its 5th witness Dr. Sunil Kakodkar and filed his affidavit, at Exhibit 92, in lieu of his examination in chief, who states that, he is MBBS & DOIH and he joined Company on 2-9-1991 as resident Doctor. He states that, on 9-7-2001 he was at dispensary at Codli mine. At about 2.30 p.m. he heard shouts of mob outside the land transport office. He states that, he saw through the window that, the mob of workers had gheraoud and dragged Mr. Joshi and he was being abused verbally by the workers. He further states that, thereafter, they all proceeded towards workshop crossing the said window, therefore, he withdrew himself from the said window. He states that, thereafter he approached Mr. Tilve to enquire about the incident and Mr. Tilve told him that Mr. Joshi was being mercilessly assaulted by the workers. He says that, fearing for the life of Mr. Joshi and to give urgent medical treatment he approached Mr. Joshi to give urgent medical treatment and told the male nurse to follow him to workshop with the stretcher. He states that, he was stopped by some of the workers near the office of workshop and told him that, Mr. Joshi is sitting on the haultpak seat outside the workshop office and is writing something, however, when from the other side he saw the Police Inspector and some Police were approaching towards Mr. Joshi nevertheless he went and intervene through the mob since his safety was assured due to the Police presence. He says that on cursory examination, he saw that, Mr. Joshi was bleeding from scalp and some other parts of his body, his cloths were torn and there were serious assault marks on his body. He states that, his speech was incoherent, he was not in a position to explain what he wanted to say. He states that, he was completely under physical and mental trauma and he was having serious pain, he was not in a condition to walk. He states that, he put him on stretcher and shifted him to the dispensary. He states that, then he shifted him to Primary Health Centre at Curcharem so that he would be given primary health care. He states that, after crossing some distance, he felt that instead of wasting time in doing preliminary examination, it would be advisable to shift Mr. Joshi to Goa Medical College Hospital, Bambolim since all the facilities for detailed investigation would be available under one roof. In the cross he admits that, one cannot see the Land Transport area from his dispensary. He also admits that, he has not personally witnessed the assault on Mr. Joshi and what is stated in the affidavit is based on information given by Mr. Tilve, General Manager and Mr. Joshi. He states that, he cannot remember the person who requested him not to enter the workshop area. He states that, the mob may be more than hundred when he saw it. One Inspector and 4-5 constables may be in that mob. He denied that, he was not in the ambulance when Mr. Joshi was shift and that no such incident took place on 9-7-2001 as stated by him in his affidavit. He admits that, he is one of the witness in criminal case regarding alleged incident. He denies that, no such incident had taken place and he depose falsely in the affidavit.

100. Management then examined its 6th witness Glen Julian Faria, by filing his affidavit in lieu of his examination-in-chief at Exhibit 93 who states that, he was working with the 1st Party at Codli Mines as Senior Manager-Maintenance. He states that, he joined 1st Party in the year 1966 as a Technician and got last promotion as Sr. Manager in 1997 and retired as Sr. Manager-Maintenance on 30th April, 2002. He states that, his office was in the workshop. He states that, he was not in a position to see the Mining office or a dispensary from his office because these are at the back side of workshop. His cabin was inside the main workshop office. He states that, on 9th July, 2001 he came on duty at around 8.00 a.m. and in the afternoon at about 2.00 p.m. after his lunch, when I was coming to my office he saw about 300 workers from different shifts including the workers scheduled in third shift were gathered at the main gate. He states that, at about 2.30 p.m. on the same date, when he was in his cabin and other employees in the workshop office were in their respective places, at that time he heard a shouting of the workers in very louder tone outside the workshop office and he saw through the glass windows a mob of about 75 to 100 workers outside the office and some were shouting saying in Konkani "Glen Bhair Sor". He further states that, considering the crowd gathered outside the office and their threatening voices, he told these workmen that, he is not coming. He states that, they told him that, he has to come out to remove the notice from the notice board and that nobody will do any harm to him and they were continuously insisting that, I should come out with them. He states that, looking to the mob of workers and their mood and considering the persistent pressure put on him, he thought that there is no choice for him but to follow their instructions. He states that, thereafter because of persistent pressure and to avoid any physical assault or any damages to the place or property he came out with these workers to the notice board, near the door. He states that, there he saw Mr. Joshi who was sitting on the haulpak seat, below the notice board, Mr. Dilip Mayekar and Mr. Hanumant Chari were standing next to Mr. Joshi and were giving some instructions to Mr. Joshi. He states that, he saw Mr. Joshi was completely exhausted and his clothes were muddy and partially torn, he was bleeding from scalp and had bruises on his body. He states that, thereafter, again Vinod Kudalkar and Anant Gaonkar told him to remove the notices from the notice board. He states that, looking at the conditions of Mr. Joshi, he was scared of the workers and he states that, Mr. Joshi the then General Manager—Mining—was the Head of Mining Division. He states that, he looked at Mr. Joshi and asked permission from Mr. Joshi before removing the notices. He states that, he removed those notices from the notice board. He states that, thereafter Mr. Vinod Kudalkar and Anant Gaonkar and other workers forced him to write on one of the notice pertaining to the shift schedule of workshop that "I have removed these notices with the permission of Mr. Joshi" and asked him to sign on it. He states that, as instructed by

Mr. Anant Gaonkar and Vinod Kudalkar he wrote on the said notice the above referred remarks and signed on it. He states that, Anant Gaonkar and Vinod Kudalkar insisted him to write the said remarks on notice, to create an impression that, as if he was responsible to remove the said notices at my own free will but in reality, the said notices were removed by him because of pressure and arising out of threat, given by these workers. In the cross this witness states that, he has not seen the alleged incident of beating Mr. Joshi. He admits that, he does not know who assaulted Joshi. He admits that, he has not complained to his Senior officer which he has narrated in his affidavit. He denies that, he has not signed the Shift schedule referred by him in the examination-in-chief. He denies that, shift schedule which is not relevant to his Department was not prepared by him nor signed by him. He denies that, he is not concerned with shift schedule and preparation of it. He denies that, the names of the employees mentioned in the affidavit are mentioned just knowing that, they were dismissed from the employment. He admits that, he is aware that, these four are dismissed from the employment. He denies that Mr. Dilip Mayekar and Hanumant Chari were not standing near Joshi and not giving instructions to Mr. Joshi. He states that, he does not know, whether they reported on second shift on the day in question. He admits that, if Joshi would not have instructed him to remove the notice he might not have removed it. He denies that, none of the workmen asked him to write on the notice. He admits that, no such complaint was lodged by him with his officers about taking away of the notice by the employees. He admits that, first and general shift was working on 9th July, 2001 as usual. When a question was put to him whether he can state who were those 300 employees gathered at gate on the alleged date of incident and replied that They were employees of different shifts and some were of all shifts of maintenance departments gathered at the gate. He states that, he does not know whether none of the twelve employees were at the gate on the day of incident. He admits that, he being in the office, cannot state what was going on at the gate. He denies that, Kudalkar and Anant Gaonkar did not enter in his cabin and called him out of his office. He states that, apart from him two clerks and three shift Engineers were in the office on the relevant day. He denies that, neither Gaonkar nor Kudalkar asked him to remove the notice.

101. The Management then examined its 7th witness Mr. Uday Tilve by filing his affidavit at Exhibit 95 in lieu of his examination-in-chief who states that, at present he is working as General Manager—Mining—at Codli Mines. He joined 1st Party in the year 1977 as Geologist and some time in 1999 he became General Manager, Mining Service. He says that, on 9-7-2001 he came to the office at Codli Mine as usual. All the officers including Mr. A.N. Joshi and other staff had joined their

duties at their normal / usual reporting time. He states that, the workers of the 1st shift, second shift, normal shift and even others, who were not on duty on that day, were gathered in front of the main gate and they were agitating and shouting against the management and officials of the Company, in particular against Mr. Joshi. He states that, there were around 300 workers. He states that, at about 2.00 p.m. Police Inspector went towards the gate to talk to the agitating workers. He states that, the workers started shouting and arguing with the said Inspector. He states that, suddenly the workers formed groups and started forcing and driving away the Inspector from the area. He states that, it was also observed that, they were banging the police vehicle. He states that, thereafter a mob of workers, who were shouting entered the office premises and proceeded towards Mr. Joshi's cabin. He states that, they searched him in his cabin when at that point of time Mr. Joshi was in his cabin which is just by the side of his cabin. He states that, hearing the shouting of the workers Mr. Joshi was trying to go out of his cabin, as Mr. Joshi intended to go from his cabin. Mr. Vinod Kudalkar, Madarsab Ollekar, Balangoda Patil, Anant Gaonkar and other workers pushed and pulled Mr. Joshi out and started mercilessly beating him. He states that, when Mr. Joshi fell on the ground and saw some workers were hitting him with umbrella, gumboots etc. He states that, some even kicked him with their shoes. He states that, he tried to protect Mr. Joshi but he was also assaulted and pushed back in his cabin by these workers and he could not go further to protect Mr. Joshi. He states that Mr. Dhulo Gavali, Mr. Hanumant Chari, Mr. Anant Verekar, Mr. Shantaram Velip, Mr. Rohidas Mamlekar, Mr. Dilip Mayekar, Mr. Prabhakar Gaonkar, Mr. Piedade Colaco were also involved in assaulting Mr. Joshi. He further states that, since the mob was attacking Mr. Joshi, he again came out of his office and he saw that Mr. Joshi was being beaten near the flag post in front of cabin. He states that, thereafter they dragged him to the Notice Board in front of Land Transport and Mining office where they broke the notice board glass and asked Mr. Joshi to remove the notices and thereafter they dragged him at the workshop and forced him to tell Mr. Glen Faruia to remove the notices from the workshop notice board. He further states that, though the condition of Mr. Joshi was critical and the doctor wanted to shift him to GMC Hospital, but these workers were not allowing him to be shifted to the hospital as they wanted to take Mr. Joshi at Sonsi Mine to remove similar notices which were displayed there and thereafter Mr. Joshi was shifted to hospital. He further states that, because of assault of murderous attempt on Joshi, terror was created by these workers and the company has decided to suspend the operation indefinitely and additional police force was stationed at Codli Mine. He further states that, on 12th July, 2001 when he wanted to complete some urgent and essential work at Codli Mine, around 200 workers headed by these 12 dismissed workers had gathered at Codli Mine

and confined them in the complex. In the cross this witness denies that, though there were compliance of Section 9 A of Industrial Disputes Act, 1947 regarding change of shift, third shift was not started in July, 1999. He states that, in coal mining third shift was started in 1999. He denies that, work at Bunder was started with the help of contractors and local persons. He admits that, the work at Plant in 1997, 1998 was done on over time basis. He denies that, only with discussion with union, third shift at plant was started in 1998-99. He states that, he cannot say, out of these 12 employees, who were supposed to report in third shift. He states that, some officers and workers informend that workers will not attend third shift. He states that, he cannot name the workers who informed according. He states that, Mines Manager of various mines were convincing the workers to attend third shift and Mr. Coelhi, Kerkear were among them. He states that, they can produce copy of Settlement dated 15-3-1993. He states that, he cannot tell whether Union agreed to work on 3rd shift at Bunder and Plant only because company had to bear heavy damages due to not unloading or loading of the ship in time. He states that, he cannot tell whether company has not taken any action against the employees who refused to work in third shift as per the notice dated 26-6-2001. He denies that, they have no evidence to show that these 12 employees were the subject matter of the alleged incident. He states that, FIR was lodged by him with the police. He states that, on his complaint Police machinery proceeded against these 12 employees. He states that, he deposed in that criminal case. He states that, he cannot tell that, even after filing of the complaint, workers namely Babulal Gawli, Adolf Azvedo, Bhagwan Gaonkar, Damodar Naik, Kariappa Chawald were in the employment. He states that, he does not remember whether Shantaram Velip is made an accused in that crimiaal case. He admits that, during that period, operation of Sonshi Mine was also under suspension and no wages were paid to the workers. He states that, he does not know whether police have collected copy of complaint during the investigation. He states that, 500 to 600 may be the strength of employees of Codli Mine during the alleged incident. He states that, he does not know whether employees involved in the reference were medically checked to ascertain whether they are under the influence of alcohol. He admits that, he has not given all names of the accused involved in the reference. Witness volunteers that, they cover under description of "others". He states that, there may be one or two security guards between his office and gate. He states that, he does not remember, whether he has not stated in his statement given to Company about Mr. Joshi being dragged by the mob and was taken to the notice board and land transport notice board. He denies that, Mr. Joshi was not beaten nor dragged to any notice board. He denies that, since there was no work and to give go-by to the wages of that period of workers, it was creation of company regarding alleged incident. He admits that, he was not present when Glen Pereira was called to remove

the notice from the notice board by the mob. He denies that, he was not witness to the alleged incident. He denies that, he has named these 12 employees in his affidavit only because they were dismissed by the 1st Party. He denies that, the Management has not asked at all to report about the alleged incident. He denies that, he has not witness to the alleged incident dated 12-7-2001. He admits that, no charge sheet was served about alleged incident on these 12 employees and enquiry was conducted on it.

101. Then 2nd Party examined its witness Hanumant Chari by filing his affidavit, at exhibit 99, in lieu of his examination-in-chief where he states that, he is a workman of 1st Party. He states that, he was working with the 1st Party as Electrician since 1979 and since then he was sincerely performing his duties. He states that, on 2-7-2001 to 7-7-2001 he was on leave. He says that, on 9-7-2001 he was in the second shift commencing from 2.15 p.m. to 9.45 p.m. and required to report in said shift. He states that, he stays at Mapusa and he had reported for work by the Transport provided by the Company. He says that, on 9-7-2001, the bus in which he was traveled, reached at about 2.15 p.m. at the gate, and as usual, he got down from the Bus at Workers' camp and reported for work at workshop, marked his attendance and worked in the workshop. He states that, on 9-7-2001 he did not come at the main gate nor was involved in any incident as alleged in the letter dated 16-7-2001. He states that, on completion of shift, he went home by transport provided by the Company. He further states that, he has not assaulted or manhandled Mr. A.N. Joshi the General Manager (Mining Goa) or any other Officer/Manager of the Company either himself or along with the other workmen being M/s. Prabhakar B. Gaonkar, Balangoda S. Patil, Anand G. Vernekar, Madarsab H. Olekar, Dilip Mayenkar, Vinod M. Mudalkar, Ananta B. Gaonkar, Rohidas A. Mamlekar, Shantaram Narayan Velip, Dhulo Gawli and Piedade Colaco. He states that, he is not concerned with the assault as contended in the Dismissal order dated 16-7-2001 and the dismissal is for without any reason or cause. He further states that, during the relevant period, the SESA Goa Workers' Union had submitted a Charter of Demands and the conciliation proceedings were in progress. He says that, no Application under section 33 (2) (b) has been filed seeking approval of the dismissal. He therefore, says that, his dismissal is bad in law, illegal and ab-initio void. He further states that, the Company has neither issued any memo nor conducted any enquiry or has given him any fair and proper opportunity, nor called for any explanation and without compliance of principles of natural justice, has dismissed him from the services of the Company and Certified Standing Orders applicable, require and enquiry to be conducted before dismissal. He states that, after his dismissal on and from 16-7-2001 he is not employed anywhere. He states that, he tried for employment, however, no employment was available as he was dismissed for alleged

act of assault. In the cross this witness admits that, he was member of Union run by S. R. Kulkarni in 2001. He admits that, name of the said Union may be SESA Goa Workers' Union. He also admits that, in the affidavit it is not mentioned that, contents of the affidavit are explained to him. He states that, he did not received dismissal order. He states that, he do not know the Certified Standing Orders of the 1st Party. He states that, on 10-7-2001 he was removed from the employment. He states that, he has no idea whether any proceeding was pending pertaining to that before any authority when he was served with dismissal. He admits that, workers were not paid from 9-7-2001 till reopening of operation in October, 2001. He states that, he do not know whether Union agreed that, workers are not entitled for salary from 9-7-2001 onwards till reopening of operation i.e. in October, 2001. He denies that, he along with other 11, making conspiracy beat Mr. Joshi on 9-7-2001.

102. Then Union/2nd Party examined its 2nd witness Shantaram Narayan Velip by filing his affidavit, at Exhibit 100, in lieu of his examination-in-chief who states that, he is a workman of 1st Party. He states that, he was working with the 1st Party as Labour at Codli. He states that, he joined the services of the 1st Party on 15-7-1991 and since then he was performing his duties with clean service record. He states that, he has worked in all shifts, including 3rd shift. He states that, he had reported in 1st Shift on 9-7-2001 and he had worked upto 2.12 p.m. at EOU Plant. He further states that on 9-7-2001 he had worked upto 2.12 p.m. and 2.15 p.m. He states that, he reached the gate by the transport provided by the Company and after his duty he went home on the scooter brought by his son Satish. He states that, none of them had assaulted or manhandled Mr. A.N. Joshi, the General Manager (Mining Goa) or any other Officer/Manager of the Company either himself or along with other workmen being M/s. Prabhakar B. Gaonkar, Balangoda S. Patil, Anand G. Vernekar, Madarsab H. Olekar, Dilip Mayenkar, Vinod M. Mudalkar, Ananta B. Gaonkar, Hanumantha U. Chari, Rohidas A. Mamlekar, Dhulo Gawli, and Piedade Colaco. He states that, he was not concerned with the assault as contended in the Dismissal order dated 16-7-2001. In the cross this witness states that, these all 12 concerned workmen were kept out and not taken in employment. He denies that, all these 12 concerned workmen by making conspiracy assaulted Mr. Joshi on 9-7-2001. He also denies that, he has stated in the affidavit that he straight away went to house is not correct. He states that, he went by scooter on that day. He denies that, since no witness was ready to give evidence inquiry was not conducted. He admits that, he know Mr. A.K. Rai who is the Director of the Company. He denies that, his dismissal is just, legal and proper.

103. Then Union/2nd Party examined its 3rd witness Balangoda Patil by filing his affidavit, at Exhibit 101, in lieu of his examination-in-chief who states that, he is a workman of 1st Party. He states that, he was working with the 1st

Party as Labour at Codli. He states that, he joined the services of the 1st Party on 19-5-1981 and since then he was performing his duties with clean service record. He states that, on 9-7-2001 he was not on duty and not involved in any incident as alleged by the Management. He further states that, he was implicated only to victimise him as he was active member of the Union. He states that, he has not assaulted or manhandled Mr. A.N. Joshi, the General Manager (Mining Goa) or any other Officer/Manager of the Company. He states that, the Company has neither issued any memo nor conducted any enquiry or has given him any fair and proper opportunity, nor called for any explanation and without compliance of principles of natural justice, has dismissed him from the services. In the cross this witness denies that, he including 11 others assaulted Mr. Joshi on 9-7-2001 at Codlim Mines. He denies that, whatever stated in the dismissal order about charges and allegations were true and correct. He admits that, he know Mr. Joshi, G.M. of Codlim Mines. He states that, he do not know Mr. Mannur Personnel Manager and also do not know Mr. Chowgule. He states that, he is neither a member nor committee member of the Union. He states that, he was working at Codlim Mines. He learnt from the leader that, he was dismissed from service along with others. He states that, when he enquired with leader he told him that we will be taken within a month. He states that, he did not approach company and questioned about his termination.

104. Then 2nd Party examined its 4th witness Dhulo Gawli and filed his affidavit in lieu of his examination-in-chief at Exhibit 102 who states that, he was working with the 1st Party as Labour at Codli. He states that, he joined the services of the 1st Party in the year 1991 and since then he was sincerely performing his duties. He further states that, he applied for leave from 9-7-2001 to 14-7-2001 and was on leave for the said period and he did not come to the main gate or at the mine at Codli on 9-7-2001. He states that, he has not assaulted or manhandled Mr. A.N. Joshi, the General Manager (Mining Goa) or any other Officer/Manager of the Company either himself or along with the other workmen being M/s. Prabhakar B. Gaonkar, Balangoda S. Patil, Anand G. Vernekar, Vinod M. Kudalkar, Ananta B. Gaonkar, Hanumantha U. Chari, Rohidas A. Mamlekar, Shantaram Narayan Velip, Madarsab H. Olekar, Dilip Mayenkar and Piedade Colaco. He states that, he was not concerned with the assault as contended in the Dismissal order dated 16-7-2001. He states that, the 1st Party had neither issued any memo nor conducted any enquiry nor has given him any fair and proper opportunity, nor called for any explanation and without compliance of the principles of natural justice he has been dismissed from the services. In the cross he states that, he is illiterate and do not know what is mentioned in the affidavit. He admits that, on application of the workmen for leave management sanctions it. He denies that, he beat Mr. Joshi by making conspiracy. He states that, he worked in all three shifts in

the plant. He admits that, plant and water pumping work in three shifts.

105. Then 2nd Party examined its witness 5th Anand Gopal Vernekar by filing his affidavit, at Exhibit 103, in lieu of his examination-in-chief, who states that, he was working with the 1st Party Company as Heavy AAA Driver at Codli. He states that, he joined the services of the 1st Party on 10-9-1986 and since then he has been sincerely performing his duties. He states that, he was on Privilege Leave from 2-7-2001 to 7-7-2001, and on 9-7-2001 he had requested Mr. Damu Gharu Surlekar to inform the management for extension of his leave. He therefore states that, on 9-7-2001 he neither attended duty nor he was present at the mines on that day. He states that he has not assaulted or manhandled Mr. A.N. Joshi, the General Manager (Mining Goa) or any other Officer/Manager of the Company either himself or along with the other workmen being M/s. Prabhakar B. Gaonkar, Balangoda S. Patil, Madarsab H. Olekar, Dilip Mayenkar, Vinod M. Kudalkar, Ananta B. Gaonkar, Hanumantha U. Chari, Rohidas A. Mamlekar, Shantaram Narayan Velip, Dhulo Gawli, and Piedade Colaco. He states that, he was not concerned with the assault as contended in the Dismissal order dated 16-7-2001. He states that, the Company had neither issued any memo nor conducted any enquiry or given him any fair and proper opportunity, nor called for his explanation and without compliance of principles of natural justice dismissed him from the services. In the cross he states that, he was told by Shri Satyawan Naik, Committee Member, that his services have been terminated and when a question was put to him whether he enquired about dismissal order with him witness replied that he told him that dismissal letter is with him. Then a question was put to him :

“Q : Whether you asked him to read over to you ?

He replied that”

“A : He told that, he read it and informed that I have been removed from service.”

“Q : Whether you are still a member of that Union?”

He replied that :

“A : I am not.”

“Q : I put it to you, from 9-7-2001 neither you applied for leave nor your leave was sanctioned by the Management”

“A : Yes. I did not apply for leave from 9-7-2001.”

“Q : I put it to you since leave cannot be sanctioned without application in writing requesting Damu Surlekar to inform the management for extension does not arise, and the statement made in the affidavit is not correct.”

(This is objected by the Second Party Advocate saying that, advocate for 1st Party is seeking opinion

of the witness which is not necessary. Consequently this question and the opinion asked of the witness on applying leave is over ruled.)

“Q : It is my case that, on 9-7-2001 you came to Codli Mines at around 2.00 p.m. and you thereafter along with other 11 dismissed workmen named by you in para 4 of the affidavit hatched conspiracy and mercilessly assaulted Mr. Joshi, G.M. at Codli Mines.”

To which he replied :

“ A : Not correct.”

106. Then 2nd Party examined its witness 5th Anant Budo Gaonkar by filing his affidavit, at Exhibit 104, in lieu of his examination-in-chief, who states that, he is working with the 1st Party Company as Heavy AAA Driver at Codli. He states that, he joined the services of the 1st Party in the year 1994 and since then he has been sincerely performing his duties with clean and unblemish service record. He states that, on 9-7-2001 he was not on duty and had remained absent, and hence he was not present at Codli on that day. He states that, he has been falsely implicated in the case fabricated by the 1st Party. He states that he has not assaulted or manhandled Mr. A.N. Joshi, the General Manager (Mining Goa) or any other officer / Manager of the Company either himself or along with the other workmen being M/s. Prabhakar B. Gaonkar, Balangoda S. Patil, Madarsab H. Olekar, Anand G. Vernekar, Vinod M. Kudalkar, Ananta B. Gaonkar, Hanumandtha U. Chari, Rohidas A. Mamlekar, Shantaram Narayan Velip, Dhulo Gawli, Dilip Mayenkar and Piedade Colaco. He states that, he was not concerned with the assault as contended in the Dismissal order dated 16-7-2001. He states that, the Company had neither issued any memo nor conducted any enquiry or given him any fair and proper opportunity, nor called for his explanation and without compliance of principles of natural justice dismissed him from the services. He further states that, the Certified Standing Orders applicable, require an enquiry to be conducted before dismissal. In the cross this witness admits that, he was working in at Codli Mines. He denies that, on 9-7-2001 he reported at 2.00 p.m. at Codli mines. He denies that he assaulted Joshi on 9-7-2001 along with persons whose names are stated in para 4 of his affidavit. He states that, he has not collected the dismissal letter issued by the Company. He states that, he learnt it through news papers as well as Union informed them. He states that, he has not read the dismissal letter sent by Company. He also states that, he mentioned contents of para 4 of his affidavit on contention of the Union. He denies that, his dismissal is just and proper and legal on account of assault on Joshi along with others on the date of alleged incident along with others. He also denies that, the affidavit filed by him is false.

107. 2nd Party examined its 7th witness Prabhakar Gaonkar by filing his affidavit, at Exhibit 105, in lieu of his examination-in-chief, who states that, he is working with the 1st Party as Wheel Loader Operator at Codli. He states that, he joined the services of the 1st Party in the year 1980 and since then he was sincerely performing his duties and had clean service record. He states that, on 9-7-2001 he was in first shift and had worked upto 2.20 p.m. at EOU Plant for loading. He says that after his duty he kept shovel in the Workshop and thereafter he changed his dress and went home. He states that he has not assaulted or manhandled Mr. A.N. Joshi, the General Manager (Mining Goa) or any other officer/ Manager of the Company either himself or along with the other workmen being M/s. Balangoda S. Patil, Anand G. Vernekar, Madarsab H. Olekar, Dilip Mayenkar, Vinod M. Kudalkar, Ananta B. Gaonkar, Hanumandtha U. Chari, Rohidas A. Mamlekar, Shantaram Narayan Velip, Dhulo Gawli, and Piedade Colaco. He states that, he was not concerned with the assault as contended in the Dismissal order dated 16-7-2001. He states that, the Company had neither issued any memo nor conducted any enquiry or given him any fair and proper opportunity, nor called for his explanation and without compliance of principles of natural justice dismissed him from the services. He further states that, the Certified Standing Orders applicable, require an enquiry to be conducted before dismissal. In the cross this witness admits that, he is employed with Codli Mines from 1980. He states that, he cannot say whether management closed Codli mines after first shift on 9-7-2001. He denies that, neither he nor union raised dispute about his dismissal as well as dismissal of others with the Management.

108. 2nd Party then examined its 8th witness Vinod Kudalkar by filing his affidavit, at Exhibit 106, in lieu of his examination-in-chief, who states that, he was working with the Company as Labour at Codli. He states that, he joined the services of the 1st Party in the year 1979 and since then he was sincerely performing his duties and had clean service. He states that, on 9-7-2001 he was on leave, he therefore states that on 9-7-2001 he neither attended duty nor he was present at the mines on that day. He states that he has not assaulted or manhandled Mr. A.N. Joshi, the General Manager (Mining Goa) or any other officer/ Manager of the Company either himself or along with the other workmen being M/s. Prabhakar B. Gaonkar, Balangoda S. Patil, Anand G. Vernekar, Madarsab H. Olekar, Dilip Mayenkar, Vinod M. Kudalkar, Ananta H. Gaonkar, Hanumandtha U. Chari, Rohidas A. Mamlekar, Shantaram Narayan Velip, Dhulo Gawli, and Piedade Colaco. He states that, he was not concerned with the assault as contended in the Dismissal order dated 16-7-2001. He states that, the Company had neither issued any memo nor conducted any enquiry or given him any fair and proper opportunity, nor called for his explanation and without compliance of principles of natural justice dismissed him from the services.

He further states that, the Certified Standing Orders applicable, require an enquiry to be conducted before dismissal. In the cross this witness admits that, he did not apply for leave for 9-7-2001. He denies that, by making conspiracy with employees in mentioned in para 3 of affidavit he assaulted and manhandled Joshi on 9-7-2001. He denies that Company could not hold enquiry because witnesses were not prepared to give evidence. He admits that, till date he has not read the contents of the dismissal letter. He denies that, he deposed falsely.

109. 2nd Party then examined its 9th witness Rohidas Mamlekar by filing his affidavit, at Exhibit 107, in lieu of his examination-in-chief, where he states that, he is the workmen of 1st Party. He states that, he is working with the 1st Party as Electrician at Codli. He joined the services of the 1st Party Company on 7-7-1980 and since then he was sincerely performing his duties and had clean service record. He states that, on 9-7-2001 he was on first shift and had worked upto 2.15 p.m. at plant II, Plant IV and Propel Plant. He states that, at about 2.20 p. m. he came at the workers' Camp by the transport provided by the Company and after changing his dress he went home on his scooter. He states that he has not assaulted or manhandled Mr. A.N. Joshi, the General Manager (Mining Goa) or any other officer/ Manager of the Company either himself or along with the other workmen being M/s. Prabhakar B. Gaonkar, Balangoda S. Patil, Vinod M. Kudalkar, Ananta H. Gaonkar, Hanumandtha U. Chari, Madarsab H. Olekar, Shantaram Narayan Velip, Dhulo Gawli, Dilip Mayankar and Piedade Colaco. He states that, he was not concerned with the assault as contended in the Dismissal order dated 16-7-2001. He states that, the Company had neither issued any memo nor conducted any enquiry or given him any fair and proper opportunity, nor called for his explanation and without compliance of principles of natural justice dismissed him from the services. He further states that, the Certified Standing Orders applicable, require an enquiry to be conducted before dismissal. In the cross this witness admits that, on 9-7-2001 he was on duty in 1st shift. He denies that, by making conspiracy with employees in mentioned in para 4 of affidavit he assaulted and manhandled Joshi on 9-7-2001. He admits that, he did not received dismissal letter sent by company by Registered A.D. and he states that, till this moment he did not read the dismissal letter dated 16-7-2001. He denies that Company could not hold enquiry because witnesses were not prepared to give evidence.

110. 2nd Party then examined its 10th witness Dilip Mayekar by filing his affidavit. At Exhibit 108, in lieu of his examination in chief, where this witness states that, he was working with the 1st Party as Electrician since 21-3-1979. He states that, he worked in the Maintenance Department and is required to work in the 1st and 2nd shift. He states that, for the period starting from 2-7-2001 to 7-7-2001 he was working in the 1st shift. He states that, on 9-7-2001 he

was required to report for duty in the 2nd shift and accordingly he reported for duty in the 2nd shift. He states that he has not assaulted or manhandled Mr. A.N. Joshi, the General Manager (Mining Goa) or any other officer/ Manager of the Company either himself or along with the other workmen being M/s. Prabhakar B. Gaonkar, Prabhakar B. Gaonkar, Balangoda S. Patil, Anand G. Vernekar, Madarsab H. Olekar, Vinod M. Kudalkar, Ananta B. Gaonkar, Hanumandtha U. Chari, Rohidas A. Mamlekar, Shantaram Narayan Velip, Dhulo Gawli, and Piedade Colaco. He states that, he was not concerned with the assault as contended in the Dismissal order dated 16-7-2001. He states that, the Company had neither issued any memo nor conducted any enquiry or given him any fair and proper opportunity, nor called for his explanation and without compliance of principles of natural justice dismissed him from the services. He further states that, the Certified Standing Orders applicable, require an enquiry to be conducted before dismissal. In the cross this witness admits that, he did not apply for leave for 9-7-2001. He denies that, by making conspiracy with employees in mentioned in para 3 of affidavit he assaulted and manhandled Joshi on 9-7-2001. He denies that Company could not hold enquiry because witnesses were not prepared to give evidence. He admits that, till date he has not read the contents of the dismissal letter. He denies that, he is running a hotel at Mumbai. He denies that, he deposed falsely.

111. In the evidence led by the Management its witness star witness Joshi at Exhibit 70 narrates how he was assaulted and how he was dragged from his office to the Notice Board and how these employees compel him to remove the notice. He also describe the act of each of the employee involved in the reference and go on saying how they beat him, how they abused him and how they manhandled him. Besides, witness examined by Management Sham G Mannur at Exhibit 86, Subhash B. Chougule at Exhibit 87, Chintamani C. Shirodkar at Exhibit 91 and Sunil Kakodkar at Exhibit 92 and Udav Tilve at Exhibit 95 deposed regarding incident occurred on 9th July, 2001 and 12-9-2001 and described how Joshi was beaten and how employees involved in the reference manhandled him. These officers support the story and statement of Joshi. While arguing on the evidence, the Ld. Advocate for the Management submit that, all these officers took names of these employees involved in the reference. They described the act of each of the employees and they described in what manner Joshi was manhandled and how he was dragged from one notice board to other notice board. He also question why these 12 employees were only involved in the reference when admittedly there was mob of 300 and more who protested for the implementation of the third shift and the same is not disputed by any of the witness. When these witnesses who are of officers' rank and when Management is trying to prove the act of these 12 employees involved in the reference, question arises as why they are taking names

of these 12 employees and said is not explained by any of the employee. If we consider this question and evidence of the workers who are examined in the proceedings viz. Exhibits affidavit of Hanumant Chari at Exhibit 99, affidavit of Shantaram N. Velip at Exhibit 100, affidavit of Balangoda Patil at Exhibit 101, affidavit of Dhulo Gawli at Exhibit 102, affidavit of Anand Gopal Vernekar at Exhibit 103, affidavit of Anant Budho Gaonkar at Exhibit 104, affidavit of Prabhakar Gaonkar at Exhibit 105, affidavit of Vinod Kudalkart at Exhibit 106, affidavit of Rohidas Mamlekar at Exhibit 107 and affidavit of Dilip Mayekar at Exhibit 108, we find all these employees who are examined as referred above, are only denying their role in beating Mr. Joshi. Some of them deny saying that, they were on leave and were not present there. Presumption is that, they were present, and when they claim that, they did not beat Mr. Joshi or they were never present at the Gate on 9-7-2001. Still they have not explain why their names are taken by the Management officers who are working at officers' level and as to why their names are taken and why they are involved in this case? It is to be noted that, criminal case is pending in the Criminal Court. Ld. Advocate for the these 12 employees tried to create doubt about involvement of these 12 employees in the alleged incident saying that, though actually criminal case is pending against 16 employees where as action of termination is taken only against these 12 employees why? Besides he tried to argue that, accused in criminal case viz. Gawali, Bhagun. Bhagun Gaadre, Damodhar Vinaya and Khyappa Sharwad are in criminal case still no action is taken by the Management against them. He submits that, still they are in the employment and facility of VRS is given to Gawali and Kayappa Sharwad but bias treatment is given to these 12 employees involved in the reference. Said decision taken by the Management against these 12 employees is nothing but victimisation and is just to punish them without any reason. He argued that, it is not justified why the Management has take bias action only against these 12 employees when criminal case is filed against 16 and 4 of them are not terminated and some of them are permitted to take VRS?

112. No doubt there is discrepancy in the act of the Management. Still it is to be noted that, case of the Management is that, about 300 employees were gathered at the Gate on 9-7-2001 when alleged incident took place. Definitely one cannot name or describe act of each of 300 employees though he may be acquainted with them. Besides the officers who are witnesses of the Management are working at officers' level. They are not working at lower level and by that definitely they are not expected to know names of each of the employees. It is possible that, these witnesses might have noted the presence of these 12 employees or might have noted the active part of these 12 employees among those 300 and may tried to describe their act by giving details before this Tribunal. When they tried their level best to describe the act of these 12 employees

and when it was alleged that, there was mob of 300 to 400 employees in my considered view these officers regarding others will not be blamed and it will not help in any way or in any manner to give benefit to these 12 employees. Here one has to note that, this Court is not sitting as criminal court and is not supposed to see whether actually act is done or note. Here this Tribunal is expected to see whether there is a case made out by the Management and whether there was any evidence. Besides one has to note that, criminal case is filed by Police. Involvement of the accused is the role of Police. Regarding involvement in criminal case, Company has no role to play. So for that Company cannot be blamed. So if we consider all this evidence from that angle and when this Tribunal is sitting as an Enquiry Officer, as if in the domestic enquiry since domestic enquiry was not conducted. This Tribunal has to consider the evidence in that angle.

113. The Ld. Advocate for these 12 employees submit that, the Management cannot take such action of termination since charge sheet was not served and enquiry was not conducted. He further submits that, there was no reason for the Management to take action of termination against these 12 employees. When it is categorically submitted by the employees' Advocate that when there was no enquiry and when there was no finding of the Enquiry Officer. There was no reason for the Management to terminate these 12 employees involved in the reference. Besides it is submitted that, Management cannot prove the charges before this Tribunal at this stage as happened in this case. Against that, Ld. Advocate for the Management submit that, it can very well lead evidence before this Tribunal, Tribunal has to sit as an Enquiry Officer and Management has right to establish its case and justify its action of termination and placed reliance on the citations and tried to submit that, even in this situation also Management can lead evidence and can establish the charges levelled against these employees as well as can prove the charges and justify action of the Management as to why it took decision of termination against these 12 employees. For that he placed reliance on judgment given in case of D.D. Shah & Co. vs Vajidali T. Kadri published in 2007 I CLR page 913 where our Hon'ble High Court observed that, employer is entitled to establish the misconduct by leading the necessary evidence before the Labour Court. Even it is observed therein that even if there was no enquiry or enquiry held found defective in that case also, the Tribunal can permit employer to establish the charges by leading evidence before it. He also placed reliance on the decision given by the Division Bench of our Hon'ble High Court in the same case when Award, I was challenged by Vajidali T. Kadri where Division Bench observed that, Management has right to adduce evidence before the Tribunal if no enquiry has been held or if enquiry held was found defective and said cannot be challenged by the workman. He also placed reliance on the judgment given in

the case of United Planters Association of Southern India vs. K.G. Sangameshwaran and ors. published in AIR 1997 SC page 130 where it is observed by Apex Court that, if the domestic enquiry held by the employer was defective, deficient, incomplete or not held at all in that case employer can lead evidence and justify its action. 1st Party's Advocate also relied on the decision given in the case of Amrit Vanaspati Co. Ltd. Vs. Khem Chand and anr. published in 2006 (6) SCC Page 325 where it is observed that, Labour Court can permit employer to lead evidence to justify its action of termination and it is observed that, it is not illegal. He also relied upon the decision given in the case of State of Haryana vs Rattan Singh published in AIR 1977 SC, page 1512 where it is observed that, in the domestic enquiry strict and sophisticated rules of evidence under the Evidence Act need not be complied with. It is also observed that, all the material which is logically probative for prudent mind are permissible. It is further observed that, there is no allergy to hear say evidence provided it has reasonable nexus and credibility. Advocate for 1st Party also referred to the decision given in the case of J.D. Jain vs The Management of State Bank of India published in 1982 I LLJ page 54 where it is observed that, in the departmental proceedings guilt need not be established beyond reasonable doubt. It is also observed therein that, the proof of misconduct may be sufficient. He also referred to the decision given in the case of Food Corporation of India Workers Union vs Food Corporation of India and anr. published in AIR 1996 SCC page 2412 where it is observed that, the approach made by the Tribunal while sitting in the domestic enquiry, even in the matter of marshalling considering the material placed before it should see it as a material placed before him and not as an evidence as expected under the Indian Evidence Act. He also referred to decision given in the case of Hambe Gowda Educational Trust vs. State of Karnataka and ors. published in 2006 I SSSC page 430 where Apex Court observed that, when no any disciplinary proceeding was initiated and when charge of was assaulting senior at work place was levelled in that case, it is not relevant that, preliminary enquiry was not conducted. 1st Party also relied on decision of Apex Court given in the case of M. P. Electricity Board vs. Jagdish Chandra Sharma published in 2005 (3) SCC page 401 where it is observed that, discipline is a form of civilly responsible behaviour which helps to maintain social order and contributes to the preservation. It is also observed that, discipline at the work place in organisation is a 'sine qua non' for the efficient working of the organization. It is observed that, when employee breaches such discipline and the employer terminate his services, it is not open to Tribunal or Labour Court to take review for punishment awarded deciding as disproportionate to the charge proved. 1st Party also relied on the judgment given in the case of Bharat Iron Works vs. Bhaghubhai Babulal Patel and ors. published in AIR 1976 SC page 98 where it is observed that, victimization is a serious charge levelled by an

employee against the employer and, therefore, it must be properly and adequately pleaded giving all particulars upon which the charge is based to enable the employer to fully meet them.

114. In the instant case these 12 employees alleges that, decision taken by the Management is a decision of victimization and it is nothing but penalty awarded to them which is not just and proper. But as observed by the Apex Court, while deciding case of M.P. Electricity Board vs. Jagdish Chander Sharma published in 2005(3) SCCC page 401 we find no specific charge is levelled by these 12 employees levelling particular charge of victimization. They only say that, they are only punished and others who are prosecuted in criminal case are permitted to take VRS or permitted to continue in the employment. As stated above, prosecuting 16 by Police was their role and they will prove it in Criminal Court. I think for that Management cannot be blamed. That means it cannot be said that, discrimination done by the Management while giving punishment to these 12 only and not to other 4 who are prosecuted in criminal case.

115. Besides 2nd Party's Advocate tried to argue that, in termination notice dated 16-7-2001 no reason given as to why Management decided to terminate them and for that, he relied on the judgment given in case of S.J. Meshram vs. Union of India published in 1987 SC (Labour & Services) page 518. However, termination notice dated 16-7-2001 clearly indicates and describe the entire incident referred in the Reference and witnessed by officers of the Management and on that decision was taken by the Management observing that, it unable to conduct an enquiry and has decided to terminate these 12 employees. Even citation referred by Advocate of these 12 employees published in AIR 1991 SC page 385 in the case of Jaswant Singh V/s State of Punjab and ors. cannot be dealt with in the above manner. He also referred judgment published in 1982 LAB.I.C. page 33 in the case of Workers of M/s. Williamson Magor & Co. v/s M/s. Williamson Magor & Co. where it is observed that, the word 'victimization' must be given clear meaning and there should not be unfair and arbitrary decision, if such is a position then it can be called victimization. But here because 12 employees are terminated though 16 employees were prosecuted, it does not mean that, Management has taken only action against these 12 though Police prosecuted others in criminal case. The citation referred by the Advocate of these 12 employees published in 2002 III LLJ page 674 in the case of Tejram Kanhobhaji Shrikhande vs. Maharashtra State Handloom Corporation Ltd., Nagpur, where our Hon'ble High Court observed that, while terminating employee, employer, if cast serious stigma on him, the decision of termination without enquiry is not sustainable. However, facts of this case are different than the facts of that case. Their period of 14 years work of those concerned workmen was assessed and employer lost confidence and took decision

whereas in the instant case, action was taken on the sole incident of 9-7-2001. There was no other evidence which was considered by the Management while taking action against these 12 employees.

116. If we consider the evidence given by the Management's witnesses and the circumstances in which Management unable to conduct enquiry still it succeed in establishing the charges by leading evidence before this Tribunal. Relying on the said evidence and circumstances in which manner took decision not to hold an inquiry I conclude that, the decision taken by the Management cannot be treated as action taken by it to victimize the employees or to penalize them as claimed.

117. As stated above employer can lead evidence before the Tribunal, and can prove the charge. Even number of citations referred by 1st Party which permit employer to take such decision as taken. All this evidence reveals that, these employees were responsible for beating Joshi and all this reveals that, Management has reason to take action as taken by it and permit me to observe that, punishment given is not given in the form of victimization or just to penalize these workmen. I answer these issues to that effect.

ISSUE No. 5:

118. These employees are also challenging the act of the Management saying that, dispute was pending before the Conciliation Officer and as such Management cannot take action since Section 33 (2)(b) prevent or restrict the Management in taking any action when dispute is pending. For that employees Advocate placed reliance on the citation published in 2002 LLR page 237 of Apex Court in the case of *Zilla Sahkari Bhoomi Vikas Bank Ltd. vs Ram Gopal Sharma and ors.* where it is observed that, employer cannot take action when dispute is pending. But here case of the Management is that, there was no dispute pending and it took action after the failure report was submitted by the Conciliation Officer and Management has taken correct decision.

119. Termination is dated 16-7-2001. Here Ld. Advocate for the 1st Party submits that when Conciliation proceeding was decided on 15-5-2001 no question arise to consider strike notice referred in dispute. He submits that, strike notice as defined under Section 2(q) of the Industrial Disputes Act, 1947 means cessation of work by a body of persons employed in any industry acting in combination, or a concerted refusal, or a refusal under common understanding, of any number of persons who are or have been so employed to continue to work or to accept employment. According to him strike notice cannot be treated as a 'dispute' and during pendency of the strike notice given by the Union does not debar the Management to take action. He also submits that strike notice actually is not cessation of work and it is a notice to stop work. He submits that it was not strike but it was a notice of intention of the Union to stage a demonstration.

120. If we peruse the documents produced at Exhibit 75 from pages 8 to 10 we find, it is report submitted by the Conciliation Officer dated 15-5-2001 which is addressed to the Ministry of Labour, Government of India, New Delhi. Subject matter of the said letter is 'dispute about illegal strike in the establishment of M/s. SESA, Goa and failure report regarding the same'. It is pertinent to note that, failure report is dated 15-5-2001 whereas termination notice is dated 16-7-2001. So definitely the decision taken under the challenge cannot be treated as decision taken during pendency of the conciliation proceeding where Section 33(2)(b) of the Industrial Disputes Act, 1947 can play role. The other submission made by the Advocate of 1st Party is that, there was a strike notice and though said was pending before Conciliation Officer it has nothing to do with the action taken by the Management since said action was taken on the alleged incident dated 9-7-2001. Besides as argued by the Advocate for the 1st Party that, though there was strike notice but there was no actual cessation of work. There cannot be dispute about the strike notice. It is not proved by these 12 employees that, actually strike was observed or there was cessation of work. They were to observe strike sitting at Panaji. Besides said subject matter was pending before the Conciliation Officer and during the pendency of that subject no decision is taken dated 16-7-2001 by violating Section 33(2)(b) of the Industrial Disputes Act, 1947. So I conclude that, the decision taken by the Management is not decision taken by the Authority in violation of Section 33(2)(b) of the Industrial Disputes Act, 1947. So I answer this Issue to that effect. I conclude that the reference is required to be rejected. Hence, the order:

ORDER

- (a) Reference is rejected,
- (b) Prayer of the 2nd party/12 employees to quash and set aside termination which was done without holding an inquiry is rejected;
- (c) Prayer of these 2nd party/12 employees to reinstate them with back wages and continuity of service is rejected;
- (d) Prayer of 2nd Party/12 employees that decision taken by 1st Party be declared null and void since it was taken during the pendency of conciliation proceedings against the provisions of Section 33(2) (b) of Industrial Disputes Act, 1947 is Rejected;
- (e) In the circumstances no order as to its costs.

A. A. LAD, Presiding Officer

Bombay,

Dated : 29th May, 2009

नई दिल्ली, 17 जुलाई, 2009

का.आ. 2079.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राष्ट्रीय इस्पात निगम लि., के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. I, धनबाद के पंचाट (संदर्भ संख्या 245/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2009 को प्राप्त हुआ था।

[सं. एल-29012/47/2001-आई.आर.(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 17th July, 2009

S.O. 2079.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 245/2001) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Rashtriya Ispat Nigam Ltd., and their workman, which was received by the Central Government on 16-7-2009.

[No. L-29012/47/2001-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s. 10(1)(d) (2A) of I. D.
Act

Reference No. 245 of 2001

Parties : Employers in relation to the management of
Rashtriya Ispat Nigam Ltd.

AND

Their Workman

Present : Shri H. M. Singh,
Presiding Officer

APPEARANCES

For the Employers : Shri Anand Kumar, Advocate
For the workman : Shri P. R. Rakshit, Advocate
State : Bihar
Industry : Ispat

Dated the 19th June, 2009

AWARD

By Order No. L-29012/47/2001-IR(M) dated 7-11-2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Branch Sales Officer, Rashtriya Ispat Nigam Ltd., Vishakha-

patnam Steel Plant, West Boring Canal Road, Patna-I in terminating the services of Shri Mahesh Kumar Jha w.e.f. 9th June, 99 and subsequently not giving further employment while fresh hand like Smt. Geeta Devi, junior to him was given employment was justified? If not, to what relief the workman is entitled?”

2. The concerned workman has filed written statement stating that he was engaged by the management as casual labourer w.e.f. 1-6-92 on the payment of Rs. 300 per month. He was assigned duty for supply of Tea/Coffee/Water to the officials and its visitors at Patna office as well as posting of official mails and serving the letters in local Patna and offer the Demand Drafts and collection of funds. The concerned workman was assigned the work of cleaning the office premises, depositing the cheques and collecting the demand drafts from the Bank and from the company's customers also, receiving the cash from the Bank and depositing the telephone bills and electricity bills etc. The company had paid the concerned workman wages/remuneration in the following manner :

(a) From 1-6-92 to 31-12-92 ... Rs. 300 P.M.

(b) From Jan. 1993 to Dec. 1995 ... Rs. 900 P.M.

(c) In the Year 1995-1996 ... Rs. 1000 P.M.

(d) In the Year 1996-1997 ... Rs. 1200 P.M.

The concerned workman worked with the management 214 days (1-6-92 to 31-12-92) and 365 days in the year 1993 and so on. As per instruction of the management he was working at Patna Branch from 9 A.M. to 5.30 P.M. Thereafter vide order dated 20-1-98 the concerned workman was engaged as “Khalasi” on contract basis for 12 months on payment of Rs. 3300 P.M. and he was also allotted Employee Card No. 2298. After expiry of his term it was extended for another one year w.e.f. 20-1-99. Thereafter suddenly his service was terminated w.e.f. 9-6-99 and in his place one Smt. Geeta Devi was engaged. It has been stated that the then Branch Manager of the Company, Shri P. K. Mukhopadhyay and Shri H. K. Jha, Asstt. Manager (P & A) jointly moved a proposal for regularising the service of the concerned workman as messenger on casual basis vide official note-sheet No. Mkt/Let/NS/568 dated 30-11/1-12-95 and the proposal was recommended by the Regional Manager (Estt.) of the Company and further it had been approved by Dy. G. M. (Mkt.) & G. M. (Pers). It has been stated that termination of service of the concerned workman w.e.f. 9-6-99 is unjustified and invalid. It has been prayed that an award be passed in favour of the workman by directing the management to regularise the service of the concerned workman w.e.f. 9-6-99 with back wages.

3. Written statement has been filed on behalf of the management stating that the concerned workman was engaged for the purpose of providing services, such as, Tea Vendor, cleaning and maintenance of the office and

also as a Local Courier as and when required by the Branch at random basis. He was paid separately for the different nature of services rendered by him in the above said capacity. Mahesh Kumar Jha, concerned workman, had developed a good report with the Branch and as such his name was recommended for casual employment as 'Khalasi' as per the rules of the Company. He was engaged as a casual 'Khalasi' on contract basis initially for a period of 12 months only w.e.f. 20-1-98 vide letter dated 20-1-1998 issued by Shri R. V. Rao, Dy. Chief Personnel Manager. The management invoked the clause (g) of the Contract Letter and decided to terminate the contract because the service of the concerned workman was no longer required by the company. The management issued letter dated 9-6-99 to the concerned workman whereby and whereunder the contract was terminated upon payment of a sum of Rs. 871.00 towards his nine days work and further a sum of Rs. 33000.00 towards one month's fee in lieu of notice as per clause No. (g). It has been submitted that it is not a case of retrenchment within the meaning of Sec. 2(o) of the Act. Retrenchment has been defined U/s. 2(o) of the I.D. Act. It will appear from a bare reading of the definition of retrenchment as contained under Act that termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or on such contract being terminated under stipulation in that behalf contained therein is not included within the meaning of retrenchment. In the instant case also concerned workman cannot be said to have been retrenched by the management because his engagement was purely on a contractual basis he had himself agreed to the terms and conditions contained in the letter dated 20-1-1998. The dispute raised by Mahesh Kumar Jha is unwarranted and is based on misconception of facts as per law and he is not entitled for reinstatement. It has been prayed that an award be passed in favour of the management holding that the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinder admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The management has produced MW-1 Salil Kumar Sahay, who has proved Exts. M-1 to M-3. The management has also produced MW-2 Hemant Kumar Jha and MW-3 Shivanand who have supported the case of the management.

The concerned workman has produced WW-1 Mahesh Kumar Jha, concerned workman himself, and has proved Exts. W-1 to W-17.

6. The main argument on behalf of the workman that he had worked more than 240 days in each year since 1-6-92 to 9-6-99. It has also been argued that his wage was enhanced from time to time. For the period from 1-6-92 to 31-12-92 he was paid Rs.300 p.m. from 1-1-93 to 31-12-95 he was paid Rs. 900/- p.m., from 1995 to 1996 he was paid @

Rs. 1000 p.m. 1996-97 he was paid @ Rs. 1200 p.m. and from January, 1998 to 9-6-1999 he was paid @ Rs. 3300 p.m. It has been argued that because the concerned workman had worked for more than 240 days in each year, he is entitled for regularisation and his service cannot be terminated under Sec.25-B of the I.D. Act., 1947 which has been admitted by the management. He has argued that he was doing the jobs of cleaning of the premises of the company, supply of water, tea to the visitors and officers of the company, collection of electric bills and telephone bills from the respective offices relating to the company and depositing the payment thereof, deposit of cheques, Bank Drafts in the Bank, Collection of funds of the company and deposit in the Bank, keeping of official record clean, posting of office letters in the post office and to take delivery of postal daks from the post office and receiving of cash from Bankers and various other jobs as and when entrusted. He has also argued that the concerned workman was performing permanent and perennial nature of job and the management was fully dependent on him so far as the performance of his jobs so entrusted to him were concerned vide office memo dated 26-8-1999. He also argued that Employees provident Fund Code number was allotted. The concerned workman pressed for confirming his in substantive post and the management processed several note-sheets sometime on 20-11-1995/ 1-12-1995 by the top official of the branch office and jointly moved note-sheet in favour of the workman concerned. Such note-sheet was also recommended by the regional Manager and duly approved by the Dy. G. M. (Marketing) and G.M. (Pers) as the workman achieved unblemished record of his service for last so many years. The management all of a sudden terminated his service w.e.f. 9-6-99 and at the same time appointed his junior Smt. Geeta Devi in his place in the same grade which is an unfair labour practice as enunciated in The Fifth Schedule of the I.D. Act, 1947. It has been argued that termination of the concerned workman is motivated, victimisation and against the statutory provision of law which otherwise illegal, improper and unjustified so as to give permanent employment to Smt. Geeta Devi much junior to the concerned workman as against the same category without compliance of Sec. 25-G, 25-H and 25-F of the I.D. Act, 1947 as the concerned workman rendered his service continuously for a period of at least seven years or more. Therefore, he is entitled for reinstatement with full backwages and other consequential benefits.

7. The learned counsel for the management argued that the concerned workman was engaged on contract basis for twelve months and the period was extended for the twelve months on the same terms and conditions as contained in letter dated 20-1-1998. when the management did not require the service of the workman, his service was terminated vide letter dated 9-6-1999 and he was paid Rs.871 toward his nine days works and also paid a sum of Rs. 3300 towards one month's fee in lieu of notice as per Clause (C). It has been prayed that the concerned workman is not

entitled to get any relief because he has got no right for extension of continuance of his service. The management has produced Ext. M-1 in which it was decided to engage him as 'khalasi' on contract basis for a period of 12 months from the date of his acceptance and joining at Patna Branch Sales Office on 5-2-1998. Ext. M-1 offer of appointment relating to the workmen for a period of 12 months from 20-1-1998 to 20-1-99, Ext. M-2 is joining report of the concerned workman and Ext. M-3 is letter of termination dated 9-6-99.

The workman has filed Ext. W-1 payment Vouchers, Ext. W-2 Voucher dated 3-6-1996, Ext. W-3 Note sheet (later of B.M./A.M.) with recommendation in favour of the workman dated 30-11-1995 wherein it is confirmed that the concerned workman was doing the job since last four years, Ext. W-4 Note sheet dated 1-1-1996, Ext. W-5 Letter dated 8-1-99 of the Company for extension of service of workman for another 12 months i.e. upto 20-1-2000, Ext. W-9 Payment particulars for 1997, Ext. W-10- attendance Register for 12 months, Ext. W-11- payment particulars, Ext. W-12-Regarding membership for E.P. F allotment of code, Ext. W-12/1 to W-12/5-Papers in connection with E.P.F. Ext. W-13 -Copies of cheques (11 no.) Ext. W-14- Attendance sheet (16 Nos) Ext. W-15-Letter of Appointment dated 20-1-1998 Ext. W-16-joining letter dated 20-1-1998 and Ext. W-17- Termination letter.

It has been argued that the Tribunal cannot travel beyond the terms of reference so as to enlarge the copy of this reference as per Supreme Court decision reported in 1979 L.I. C. 827 (potary Mazdoor case) It has been argued on the side of the workman that when the concerned workman has rendered his continuous service from 1992 till 9-6-1999 and he has been paid vide cheques/vouchers attendance sheet/letter processed by the Company, but he was terminated even before the expiry of the period of service as stipulated by the management till 20-1-2000. The management company has not complied with the mandatory provisions of Section 25 F of the I.D. Act. 1947.

The management's counsel argued that the concerned workman was daily rated wage and was given casual employment, it shows that the work performed by the concerned workman was casual in nature and not permanent. So why the management processed several letters of recommendation for making the workman permanent in his service for his good work and conduct. On side of the workman 2008 (119) FLR 399 has been referred in which Hon'ble Supreme Court held when the workman was appointed on part time basis for nearly three years as Sweeper-cum-Water Carrier and then he was terminated. It has been held that his case is covered by the provisions of Sec. 25F of the I.D. Act. 1947 which having not been complied with the workman is entitled to reinstatement with full back wages. The management has taken stand that the appointment of the workman was not proper. In this connection the workman referred decision of Hon'ble Supreme Court reported in AIR =991 SC 295 wherein it has

been held that even when the appointment of large number of persons were not proper but they continued for years together, all appointees directed to be treated as regularly appointed on humanitarian ground.

8. The management's witness MW-1—Salil Kumar Sahay-at page 2 has admitted that between the year 1992 to 1998 Mahesh Kr. Jha used to perform miscellaneous jobs in the said branch like tea supply and doing the job of local carrier etc. The management's witness at page 3 has admitted that "it is correct that between the period 1992 to 1998 Shri Jha used to go the Bank for bringing bank draft etc. For that purposes he used to be authorised by the competent official of the branch." It shows that Shri Jha worked continuously since 1992 to 1998 and then after extension for a further 12 months he again worked continuously during that period.

The management's witness MW-2—Hement Kr. Jha—has admitted that the concerned workman is associated with the work of preparing tea etc. from the year 1992. He was serving continuously till he was terminated. He further stated that it is a fact that in the year 1992 he was paid Rs. 300 per month and from 1993 to 1995 @ Rs. 900 per month. In the year 1995-96 @ Rs. 1000 per month and in the year 1996-97 he was paid Rs. 1200 per month, as per Ext. W-13.

9. The management referred 2008 (I) BBCJ 460 in which Hon'ble Jharkhand High Court held that under sec. 25F of the Act the workman cannot raise industrial dispute as the workman is daily wage.

10. MW-1 has clearly admitted that the concerned workman worked continuously and then after extension for a further 12 months he again worked continuously during that period.

11. Documents submitted on behalf of the concerned workman. He has been paid repair & maintenance cost for the month of April, 1996 as per Ext. W-1. As per Ext. W-12 he was allotted E.P.F. No. by the management. Ext. W-3 shows note-sheet has been prepared for regularising the concerned workman in the year 1995. Ext. W-8 shows that the concerned workman was paid salary by other funds of the management and it is also written in Ext. W-8 by the Branch Manager that the job nature of job performed by the concerned workman are not only important but vital and essential. Ext. W-9 is attendance register from April, 1997 to March, 1998. Ext. W-10 is his attendance register for working since 1998 onwards. He has filled up forms for E.P.F. as per Ext. W-12/1, W-12/2, W-12/3, W-12/4 and W-12/5.

12. In view of the discussions made above, I find that the action of the management of Branch Sales Office, Rashtriya Ispat Nigam Ltd., Vishakhapatnam Steel Plant, West Boaring Canal Road, Patna-1 in terminating the service of Shri Mahesh Kumar Jha w.e.f. 9-6-1999 and subsequently not giving further employment while fresh hand like Smt. Geeta Devi, junior to him was given employment was

not justified. Hence, the concerned workman is entitled to be reinstated in service with 50% back wages. In the above manner the award is passed.

H. M. SINGH, Presiding Officer

नई दिल्ली, 17 जुलाई, 2009

का.आ. 2080.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतरनी आयरन माईन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 126/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2009 को प्राप्त हुआ था।

[सं. एल-26012/38/2002-आई.आर.(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 17th July, 2009

S.O. 2080.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 126/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarani Iron Mines and their workman, which was received by the Central Government on 16-7-2009.

[No. L-26012/38/2002-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT:

Shri N. K. R. Mohapatra,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Industrial Dispute case No. 126/2002

Date of Passing Award-8th May, 2009
(Rourkela Camp)

BETWEEN

The Management of the Agent,
Baitarani Iron Mines of Dr. Sarojini Pardhan,
At./Po. Barbil, Dist. Keonjhar, Orissa-758035
...1st Party-Management.

AND

Their Workman Shri Prava Naik,
S/o. Shri Danardhan Naik, At./P.O. Dhobakuchida,
Via Champua, Dist. Keonjhar, Orissa.
...2nd Party-Workman.

APPEARANCES

Mr. R.N. Rath, Legal Adviser ...	For the 1st Party- Management.
None ...	For the 2nd Party- Workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/38/2002-IR (M) dated 13-11-2002.

“Whether the action of the Management of Baitarani Iron Mines of Dr. S. Pradhan, At/Po. Barbil, Dist. Keonjhar, in terminating the services of Shri Prava Naik, S/o. Danardhan Naik, At/Po. Dhobakuchida, Via Champua, Dist. Keonjhar, PRW with effect from 1-3-2000 is justified? If not, what relief the workman is entitled to?”

2. It is alleged by the workman in his claim statement that he joined in the Baitarani Iron Mines of Dr. Sarojini Pradhan in February 1993 to work as a Miner. While he has worked as such continuously he all of a sudden was refused employment with effect from 1-3-2000 without any advance notice or any terminal benefits being paid to him. He was told that, his termination was due to lack of mining activities and that once the production of minerals commences he would be intimated later. It is further alleged by the workman that thereafter he was never called to work and therefore he made a representation for his reinstatement with full back wages and then due to apathetic attitude of Management he raised an Industrial Dispute.

3. In the written statement the 1st Party-Management alleged that the workman was never engaged on regular basis. Rather himself and few others were engaged in the mine on piece rated basis as and when necessary upon their offering to work and they were being paid depending upon the quantum of work performed by them each day. It is further alleged that during non-engagement period these piece rated workers used to work in other mines on daily rated basis. So far as the case of the workman is concerned it is further submitted by the Management that the allegation of the workman that he was terminated from service on 1-3-2000 without payment of any terminal benefits is totally false and fabricated in as much as he was very much engaged on that day as well as on subsequent dates. With the above stand it is further contended by the Management that the present reference is the brain child of one Shri B.S.Pati, the General Secretary of the so called North Orissa Workers Union with which the Management had got no connection. It is alleged that this and several other cases have been mooted against the Management at the behest of Shri B.S. Pati, an outside Trade Unionist for his ulterior motive.

4. From the record it transpires that, ever since the inception of the case Shri B.S. Pati, General Secretary, North Orissa Workers Union is alone appearing on behalf of the workman as his authorized representative, even though in one such cases between the Management and its workers Shri Pati was declared incompetent to represent the piece rated workers of Baitarani Iron Mines for the reason that these workers were not belonging to the aforesaid Union. In O.J.C. No. 17216/2001 the Hon'ble Court in an alike manner have also held that Shri B.S. Pati, the General Secretary of the North Orissa Workers Union is not competent to represent one Shri Madhusudhan Naik, a worker of the Management-Company. Despite the same Shri B.S. Pati used to represent the workman of the case ever since the inception of the case. To establish his above locus-standy the workman was issued with a notice to establish how Shri Pati was competent to represent him but as his failure to do so he was set exparte and the evidence of the Management was taken on affidavit.

5. From the aforesaid evidence as adduced by the Management it transpires that the disputant-workman and few others were engaged as and when required as piece rated worker and they were being paid on the basis of quantum of work performed by them whenever engaged. In the claim statement the workman has of course stated that he was taken to employment in February 1993 and was refused employment with effect from 1-3-2000. But there was no mention that, he was given such employment on regular basis and that he was issued with any letter of appointment. At Para-4 of the claim statement he further averred that when he approached the Management to know about his non-engagement he was told that for lack of mining activities he could not be engaged but he would be called upon again once the production of the materials is taken up. He further stated that when he was not intimated as to when such production would be taken up, he made a representation for his reinstatement with full back wages. These averments of the workman indirectly suggests that he was engaged as a piece rated worker as contended by the Management. Besides the evidence of the Management shows that the workman had abandoned the job long before the alleged date of termination and as such the allegations of the workman that he was terminated with effect from 1-3-2000 appears to be un-believable for want of any evidence being adduced from his side. On the other hand the time to time participation of Shri B.S. Pati to represent the workman further strengthens the belief, as contended by the Management, that the case has been mooted at the behest of Shri Pati, an outsider Trade Unionist with whom the disputant has no legal connection.

6. In view of the above and for lack of any evidence from the side of the workman it is held that there is no merit in the dispute and accordingly, the reference is answered ex-parte against the workman.

7. Reference is answered accordingly.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 17 जुलाई, 2009

का.आ. 2081.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतरनी आयरन माईन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 124/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2009 को प्राप्त हुआ था।

[सं. एल-26012/36/2002-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 17th July, 2009

S.O. 2081.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 124/2002) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarani Iron Mines and their workman, which was received by the Central Government on 16-7-2009.

[No. L-26012/36/2002-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR

PRESENT

Shri N. K. R. Mohapatra,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Industrial Dispute Case No. 124/2002

Date of Passing Award-8th May, 2009
(Rourkela Camp)

BETWEEN

The Management of the Agent,
Baitarani Iron Mines of Dr. Sarojini Pardhan,
At./Po. Barbil, Dist. Keonjhar, Orissa-758035
... 1st Party-Management.

AND

Their Workman Shri Hari Mohakud,
S/o. Shri Haguru Mohakud, At./Po. Dhobakuchida,
Via Champua, Dist. Keonjhar, Orissa.
... 2nd Party-Workman.

APPEARANCES

Mr. R.N. Rath, Legal Adviser ... For the 1st Party-
Management.

None ... For the 2nd Party-
Workman.

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AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/36/2002-IR (M) dated 16-12-2002.

"Whether the action of the Management of Baitarani Iron Mines of Dr. S. Pradhan, At./Po. Barbil, Dist. Keonjhar, in terminating the services of Shri Hari Mohakud, S/o. Haguru Mohakud, At./Po. Dhobakuchida, Via-Champua, Dist. Keonjhar, PRW with effect from 12-11-1999 without serving any notice and without following the provisions of Industrial Disputes Act 1947 is justified? If not, what relief the workman is entitled to?"

2. It is alleged by the workman in his claim statement that he joined in the Baitarani Iron Mines of Dr. Sarojini Pradhan in December, 1989 to work as a Miner. While he has worked as such continuously he all of a sudden was refused employment with effect from 12-11-1999 without any advance notice or any terminal benefits being paid to him. He was told that, his termination was due to lack of mining activities and that once the production of minerals commences he would be intimated later. It is further alleged by the workman that thereafter he was never called to work and therefore he made a representation for his reinstatement with full back wages and then due to apathetic attitude of Management he raised an Industrial Disputes.

3. In the written statement the 1st Party-Management alleged that the workman was never engaged on regular basis. Rather himself and few others were engaged in the mine on piece rated basis as and when necessary upon their offering to work and they were being paid depending upon the quantum of work performed by them each day. It is further alleged that during non-engagement period these piece rated workers used to work in other mines on daily rated basis. So far as the case of the workman is concerned it is further submitted by the Management that the allegation of the workman that he was terminated from service on 12-11-1999 without payment of any terminal benefits is totally false and fabricated in as much as he was very much engaged on that day as well as on subsequent dates. With the above stand it is further contended by the Management that the present reference is the brain child of one Shri B.S. Pati, the General Secretary of the so called North Orissa Workers Union with which the Management had got no connection. It is alleged that this and several other cases have been mooted against the Management at the behest of Shri B.S. Pati, an outside Trade Unionist for his ulterior motive.

4. From the record it transpires that, ever since the inception of the case Shri B.S. Pati, General Secretary, North

Orissa Workers Union is alone appearing on behalf of the workman as his authorized representative, even though in one such cases between the Management and its workers Shri Pati was declared incompetent to represent the piece rated workers of Baitarani Iron Mines for the reason that these workers were not belonging to the aforesaid Union. In O.J.C. 17216/2001 the Hon'ble Court in an alike manner have also held that Shri B.S. Pati the General Secretary of the North Orissa Workers Union is not competent to represent one Shri Madhusudhan Naik a worker of the Management-Company. Despite the same Shri B.S. Pati used to represent the workman of the case ever since the inception of the case. To establish his above locu-standy the workman was issued with a notice to establish how Shri Pati was competent to represent him but as his failure to do so he was set exparte and the evidence of the Management was taken on affidavit.

5. From the aforesaid evidence as adduced by the Management it transpires that the disputant-workman and few others were engaged as and when required as piece rated worker and they were being paid on the basis of quantum of work performed by them whenever engaged. In the claim statement the workman has of course stated that he was taken to employment in December, 1989 and was refused employment with effect from 12-11-1999. But there was no mention that, he was given such employment on regular basis and that he was issued with any letter of appointment. At Para-4 of the claim statement he further averred that when he approached the Management to know about his non-engagement he was told that for lack of mining activities he could not be engaged but he would be called upon again once the production of the materials is taken up. He further stated that when he was not intimated as to when such production would be taken up, he made a representation for his reinstatement with full back wages. These averments of the workman indirectly suggests that he was engaged as a piece rated worker as contended by the Management. Besides the evidence of the Management shows that the workman had abandoned the job long before the alleged date of termination and as such the allegations of the workman that he was terminated with effect from 12-11-1999 appears to be un-believable for want of any evidence being adduced from his side. On the other hand the time to time participation of Shri B.S. Pati to represent the workman further strengthens the belief, as contended by the Management, that the case has been mooted at the behest of Shri Pati, an outsider Trade Unionist with whom the disputant has no legal connection.

6. In view of the above and for lack of any evidence from the side of the workman it is held that there is no merit in the dispute and accordingly the reference is answered exparte against the workman.

7. Reference is answered accordingly.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 17 जुलाई, 2009

AWARD

का.आ. 2082.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतरनी आयरन माईन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 122/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2009 को प्राप्त हुआ था।

[सं. एल-26012/34/2002-आई.आर.(एम)]
कमल बाखरू, डेस्क अधिकारी

New Delhi, the 17th July, 2009

S.O. 2082.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.122/2002) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarini Iron Mines and their workman, which was received by the Central Government on 16-7-2009.

[No. L-26012/34/2002-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT
BHUBANESWAR

PRESENT

Shri N. K. R. Mohapatra,
Presiding Officer. CGIT. cum-Labour- Court,
Bhubaneswar.

Industrial Dispute Case No. 122/2002

Date of Passing Award- 8th May 2009

(Rourkela Camp)

BETWEEN

The Management of the Agent,
Baitarini Iron Mines of Dr. Sarojini Pradhan,
At./Po. Barbil, Distt. Keonjhar, Orissa- 758 035

... 1st Party- Management

AND

Their Workman Sh. Roya Mohakud,
S/o. Shri Gadadhar Mohakud, At. Ramchandrapur,
P.O. Basudevpur, Distt. Keonjhar, Orissa

... 2nd Party- Workman

APPEARANCES

Mr. R. N. Rath, .. For the 1st Party
Legal Adviser Management.
None . For the 2nd Party-Workman

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication *vide* their Order No. L -26012/34/2002 -IR(M), dated 13-11-2002.

“Whether the action of the Management of Baitarini Iron Mines of Dr. S. Pradhan, At./Po. Barbil, Distt. Keonjhar, in terminating the services of Shri Roya Mohakud, S/o. Gadadhar Mohakud. At Ramchandrapur, P.O. Basudevpur, Distt. Keonjhar, PRW with effect from August 1999 is justified? If not, what relief the workman is entitled to?”

2. It is alleged by the workman in his claim statement that he joined in the Baitarini Iron Mines of Dr. Sarojini Pradhan, in 1988 to work as a Miner. While he has worked as such continuously he all of a sudden was refused employment with effect from August 1999 without any advance notice or any terminal benefits being paid to him. He was told that, his termination was due to lack of mining activities and that once the production of minerals commences he would be intimated later. It is further alleged by the workman that thereafter he was never called to work and therefore he made a representation for his reinstatement with full back wages and then due to apathetic attitude of Management he raised an Industrial Disputes.

3. In the written statement the 1st Party-Management alleged that the workman was never engaged on regular basis. Rather himself and few others were engaged in the mine on piece rated basis as and when necessary upon their offering to work and they were being paid depending upon the quantum of work performed by them each day. It is further alleged that during non-engagement period these piece rated workers used to work in other mines on daily rated basis. So far as the case of the workman is concerned it is further submitted by the Management that the allegation of the workman that he was terminated from service from August 1999 without payment of any terminal benefits is totally false and fabricated in as much as he was very much engaged on that day as well as on subsequent dates. With the above stand it is further contended by the Management that the present reference is the brain child of one Shri B. S. Pati, the General Secretary of the so called North Orissa Workers Union with which the Management had got no connection. It is alleged that this and several other cases have been mooted against the Management at the behest of Shri B. S. Pati, an outside Trade Unionist for his ulterior motive.

4. From the record it transpires that, ever since the inception of the case Shri B. S. Pati General Secretary North Orissa Workers Union is alone appearing on behalf of the workman as his authorized representative, even though in

one' such cases between the Management and its workers Shri Pati was declared incompetent to represent the piece rated workers of Baitarini Iron Mines for the reason that these workers were not belonging to the aforesaid Union. In O.J.C. 17216/2001 the Hon'ble Court in an alike manner have also held that Shri B. S. Pati the General Secretary of the North Orissa Workers Union is not competent to represent one Shri Madhusudhan Naik a worker of the Management-Company. Despite the same Shri B. S. Pati used to represent the workman of the case ever since the inception of the case. To establish his above locu-standy the workman was issued with a notice to establish how Shri Pati was competent to represent him but as his failure to do so he was set exparte and the evidence of the Management was taken on affidavit.

5. From the aforesaid evidence as adduced by the Management it transpires that the disputant-workman and few others were engaged as and when required as piece rated worker and they were being paid on the basis of quantum of work performed by them whenever engaged. In the claim statement the workman has of course stated that he was taken to employment in 1988 and was refused employment with effect from August, 1999. But there was no mention that, he was given such employment on regular basis and that he was issued with any letter of appointment. At Para-4 of the claim statement he further averred that when he approached the Management to know about his non-engagement he was told that for lack of mining activities he could not be engaged but he would be called upon again once the production of the materials is taken up. He further stated that when he was not intimated as to when such production would be taken up, he made a representation for his reinstatement with full back wages. These averments of the workman indirectly suggests that he was engaged as a piece rated worker as contended by the Management. Besides the evidence of the Management shows that the workman had abandoned the job long before the alleged date of termination and as such the allegations of the workman that he was terminated with effect from August, 1999 appears to be un-believable for want of any evidence being adduced from his side. On the other hand the time to time participation of Shri B. S. Pati to represent the workman further strengthens the belief, as contended by the Management, that the case has been mooted at the behest of Shri Pati, an outsider Trade Unionist with whom the disputant has no legal connection.

6. In view of the above and for lack of any evidence from the side of the workman it is held that there is no merit in the dispute and accordingly the reference is answered exparte against the workman.

7. Reference is answered accordingly.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 17 जुलाई, 2009

का.आ. 2083.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतरनी आयरन माईन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 95/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2009 को प्राप्त हुआ था।

[सं. एल-26012/20/2002-आई.आर.(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 17th July, 2009

S.O. 2083.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.95/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarini Iron Mines and their workman, which was received by the Central Government on 16-7-2009.

[No.L-26012/20/2002-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

PRESENT

Shri N. K. R. Mohapatra,
Presiding Officer, C.G.I.T.-cum-Labour- Court,
Bhubaneswar.

Industrial Dispute Case No. 95/2002

Date of Passing Award- 8th May 2009

(Rourkela Camp)

BETWEEN

The Management of the Agent,
Baitarini Iron Mines of Dr. Sarojini Pradhan,
At./Po. Barbil, Distt. Keonjhar, Orissa - 758 035
... 1st Party- Management

AND

Their Workman Sh. Nabin Mohakud,
S/o. Shri Niranjan Mohakud, At./Po. Dhobakuchida,
Via-Champua, Distt. Keonjhar, Orissa
... 2nd Party- Workman

APPEARANCES

Mr. R. N. Rath, Legal Adviser	... For the 1st Party- Management.
None.	... For the 2nd Party- Workman.

AWARD

The Government of India in Ministry of Labour,
in exercise of Powers conferred by Clause (d) of sub-

section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/20/2002-IR (M), dated 10-10-2002.

“Whether the action of the Management of Baitarani Iron Mines of Dr. S. Pradhan, At./Po. Barbil, Dist. Keonjhar, in terminating the services of Shri Babin Mohakud, S/o. Niranjana Mohakud At/P.O. Dhobakuchida, Via: Champua, Dist. Keonjhar, /PRW with effect from 15-1-1999 without serving any notice and without following the provisions of Industrial Disputes Act, 1947 is justified? If not, what relief the workman is entitled to?”

2. It is alleged by the workman in his claim statement that he joined in the Baitarani Iron Mines of Dr. Sarojini Pradhan, in April, 1993 to work as a Miner. While he has worked as such continuously he all of a sudden was refused employment with effect from 15-1-1999 without any advance notice or any terminal benefits being paid to him. He was told that, his termination was due to lack of mining activities and that once the production of minerals commences he would be intimated later. It is further alleged by the workman that thereafter he was never called to work and therefore he made a representation for his reinstatement with full back wages and then due to apathetic attitude of Management he raised an Industrial Disputes.

3. In the written statement the 1st Party-Management alleged that the workman was never engaged on regular basis. Rather himself and few others were engaged in the mine on piece rated basis as and when necessary upon their offering to work and they were being paid depending upon the quantum of work performed by them each day. It is further alleged that during non-engagement period these piece rated workers used to work in other mines on daily rated basis. So far as the case of the workman is concerned it is further submitted by the Management that the workman having worked for some days as a piece rated worker did not turn up for work voluntarily much before the alleged date of termination and as such the allegations of the workman that he was refused employment from 15-1-1999 without any advance notice or terminal benefits is nothing but a myth and fictitious story. It is further contended by the Management that the present reference is the brain child of one Shri B. S. Pati, the General Secretary of the so called North Orissa Workers Union with which the Management had got no connection. It is alleged that this and several other cases have been mooted against the Management at the behest of Shri B. S. Pati, an outside Trade Unionist for his ulterior motive.

4. From the record it transpires that, ever since the inception of the case Shri B. S. Pati, General Secretary, North Orissa Workers Union is alone appearing on behalf of the workman as his authorized representative. In one such case between the Management and its workers

Shri Pati was declared incompetent to represent the piece rated workers of Baitarani Iron Mines for the reason that these workers were not belonging to the aforesaid Union. In O.J. C. 17216/2001 the Hon'ble Court in an alike manner has held that Shri B. S. Pati the General Secretary of the North Orissa Workers Union is not competent to represent one Shri Madhusudhan Naik a worker of the Management-Company. In the present case also except Shri Pati the workman has never appeared. Though the workman was specifically asked to appear today, he has failed to appear. Rather Shri Pati as usual appeared though he has no locustandi to represent the workman. As a result the workman was set exparte and the evidence of the Management through affidavit was accepted.

5. From the aforesaid evidence as adduced by the Management it transpires that the disputant-workman and few others were engaged as and when required as piece rated worker and they were being paid on the basis of quantum of work performed by them whenever engaged. In the claim statement the workman has of course stated that he was taken to employment in April, 1993 and was, refused employment on 15-1-1999. But there is no mention that, he was given such employment on regular basis and that he was issued with any letter of appointment. At Para-4 of the claim statement he further averred that when he approached the Management to know about her non-engagement he was told that for lack of mining activities he could not be engaged but he would be called upon again once the production of the materials is taken up. He further stated that when he was not intimated as to when such production would be taken up, he made a representation for his reinstatement with full back wages. These averments of the workman indirectly suggests that he was engaged as a piece rated worker as contended by the Management. Besides the evidence of the Management shows that the workman had abandoned the job long before the alleged date of termination and as such the allegations of the workman that he was terminated on 15-1-1999 appears to be un-believable for want of any evidence being adduced from his side. On the other hand the time to time participation of Shri B. S. Pati to represent the workman further strengthens the belief, as contended by the Management, that the case has been mooted at the behest of Shri Pati, an outsider Trade Unionist with whom the disputant has no legal connection.

6. In view of the above and for lack of any evidence from the side of the workman it is held that there is no merit in the dispute and accordingly the reference is answered exparte against the workman.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 20 जुलाई, 2009

का.आ. 2084.- जबकि, केन्द्रीय सरकार ने कर्मचारी राज्य बीमा निगम से परामर्श से, भारत सरकार, श्रम एवं रोजगार मंत्रालय

की अधिसूचना संख्या का.आ. 47 दिनांक 22 दिसम्बर, 2008 के द्वारा कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) के उपबंधों का उक्त अधिसूचना की तारीख से छः माह के बाद अनुसूची में विनिर्दिष्ट स्थापनों के कतिपय वर्गों पर विस्तार के आशय का नोटिस दिया।

और जबकि, उक्त अधिसूचना की प्रतियां जन-सामान्य को 3 जनवरी, 2009 को उपलब्ध करवा दी गई थी;

और जबकि, उक्त अधिसूचना के संबंध में छः माह की उक्त अवधि के भीतर कोई आपत्तियां और सुझाव प्राप्त नहीं हुए हैं;

अब, अतः, केन्द्रीय सरकार ने कर्मचारी राज्य बीमा निगम से परामर्श से कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा उक्त अधिनियम के उपबंधों का अनुसूची के कॉलम 1 में विनिर्दिष्ट स्थापनों के वर्गों तथा कॉलम 2 में विनिर्दिष्ट क्षेत्र के अंतर्गत अवस्थित उक्त अधिसूचना की अनुसूची के कॉलम 3 में विनिर्दिष्ट कर्मचारियों की श्रेणी पर विस्तार करती है, अर्थात्:-

अनुसूची

स्थापनों का विवरण	क्षेत्र जिनमें स्थापन स्थित हैं	कर्मचारियों का वर्ग जिन पर अधिनियम लागू होता है
1	2	3
केन्द्र सरकार से संबंधित या नियंत्रणाधीन निम्नलिखित स्थापनों जिनमें पिछले बारह महीनों में किसी दिन मजदूरी पर बोनस या अधिक व्यक्तियों नियोजित किए गए हैं या किए गए थे, अर्थात्:-	वे सभी क्षेत्र जहां अधिनियम की धारा 1 (3) के अधीन कर्मचारी राज्य बीमा अधिनियम, 1948 के उपबंध पहले ही लागू किए जा चुके हैं।	सभी अनियत और ठेका कर्मचारी
(i) दुकानें;		
(ii) होटल;		
(iii) रेस्तरां;		
(iv) सड़क परिवहन स्थापना;		
(v) पूर्व-दर्शन थियेटर सहित सिनेमा;		
(vi) श्रमजीवी पत्रकार और अन्य समाचार पत्र कर्मचारी (सेवा की शर्तों) और प्रकीर्ण उपबंध अधिनियम, 1955 (1955 का 45) की धारा 2 (घ) में यथा परिभाषित समाचार स्थापन;		

1	2	3
(vii) बीमा व्यवसाय से जुड़े स्थापन, गैर-बैंकिंग वित्तीय कम्पनियां (एन.बी.एस.सी.), पतन न्यास, विमान पतन प्राधिकरण तथा भंडारण।		

[सं. एस-38025/5/2009-एस.एस.1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 20th July, 2009

S.O. 2084.— Whereas, by a notification of the Government of India in the Ministry of Labour & Employment number S.O. 47 dated the 22nd December, 2008, the Central Government, in consultation with the Employees' State Insurance Corporation, gave notice of its intention to extend the provisions of the Employee's State Insurance Act, 1948 (34 of 1948) to certain classes of establishments specified in the Schedule to the said notification after six months from the date of that notification.

And whereas, the copies of the said notification were made available to the public on 3rd January, 2009.

And whereas, no objections and suggestions have been received within the said period of six months in respect of the said notification.

Now, therefore, in exercise of the powers conferred by sub-section (5) of section 1 of the Employee's State Insurance Act, 1948 (34 of 1948), the Central Government, in consultation with the Employee's State Insurance Corporation, hereby extends the provisions of the said Act to the classes of establishments specified in column (1) and situated within the area, specified in column (2) of the Schedule to the category of employees specified in column (3) of the said Schedule, namely:—

SCHEDULE

Description of establishments	Areas in which the establishments are situated	Category of employees to whom the Act applies
1	2	3
The following establishments belonging to or under the control of the Central Government wherein twenty or more persons are employed, or were employed for wages on any	All areas where the provision of the ESI Act, 1948 have already been brought into force under Section 1 (3) of the Act.	All casual and contract employees.

1	2	3
day of the preceding twelve months namely:—		
(i) Shops;		
(ii) Hotels;		
(iii) Restaurants;		
(iv) Road Transport establishments;		
(v) Cinema including preview theatres;		
(vi) Newspaper establishments as defined in Section 2 (d) of the Working Journalists (Conditions of Service) and Miscellaneous Provisions Act, 1955 (45 of 1955);		
(vii) Establishments engaged in insurance business, other than Non-Banking Financial Companies (NBFC), Port Trusts, Airport Authorities and Warehousing.		

[No. S-38025/5/2009-SS-1]
S. D. XAVIER, Under Secy.

नई दिल्ली, 22 जुलाई, 2009

का.आ. 2085.- कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा 1 अगस्त, 2009 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा- (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

केन्द्र	बढ़ते हुए निम्नलिखित क्षेत्र/विरुदुनगर जिले के राजस्व गांव
सिवकासी	1. दुरसामिपुरम
शाखा नगर	2. नडिकुडी
	3. कुन्दायीरुप्पु
	4. एदिरकोट्टै
	5. अपयनायक्कनपट्टी
	6. नमसकरितानपट्टी
	7. पूरनचन्द्रपुरम
	8. वडपट्टी
	विरुदुनगर जिले के सिवकासी तालुक में।

[सं. एस-38013/25/2009-एस.एस.1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 22nd July, 2009

S.O. 2085.— In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st August, 2009 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Sections (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil Nadu namely:—

Centre	Areas Comprising the Revenue Villages of
Sivakasi	1. Duraisampuram
Suburbs in	2. Nathikudi
Sivakasi	3. Kundayiruppu
Taluk,	4. Ethirkottai
Virudhu-	5. Appaiyanai Kenpatti
Nagar	6. Namaskarithanpatti
District	7. Poornachandra Pruum
	8. Vadapatti

[No. S-38013/25/2009-S.S.-1]

S. D. XAVIER, Under Secy.

नई दिल्ली, 22 जुलाई, 2009

का.आ. 2086.- कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा 1 अगस्त, 2009 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा- (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध आंध्र प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

“आंध्र प्रदेश राज्य गुंटूर जिले के दाचेपल्ली मंडल के राजस्व गांव और उनके खंडों में जिनका विवरण नीचे दिया गया है।”

क्र.स.	राजस्व गांव	खेडा
1.	नडिकुडी	ईरकेपल्ली, नारायणपुरम, मंसूरशाहपेट
2.	अलुगुमल्लिपाडु	दुर्गापुरम
3.	मदिनापाडु
4.	गमलापाडु	सेंकरापुरम
5.	केसनुपल्लि	तक्केल्लापाडु
6.	मुत्थालमपाडु
7.	रामापुरम	श्रीनगर
8.	दाचेपल्ली

[सं. एस-38013/27/2009-एस.एस.1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 22nd July, 2009

S.O. 2086.— In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st August, 2009 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapters-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Andhra Pradesh namely:—

“All the areas falling within the limits of revenue villages and their hamlets of Dachepalli Mandal in Guntur District of Andhra Pradesh as detailed below”:

S.No.	Revenue Villages	Hamlets
1.	Nadikudi	Irikepalli, Narayanapuram, Manshurshapet, Durgapuram
2.	Alugumallipadu	—
3.	Madinapadu	—
4.	Gamalapadu	Senkarapuram
5.	Mutyalampadu	—
6.	Kesanupalli	Takkallapadu
7.	Ramapuram	Srinagar
8.	Dachepalli	—

[No. S-38013/27/2009-S.S.-1]
S. D. XAVIER, Under Secy.

नई दिल्ली, 22 जुलाई, 2009

का.आ. 2087.—कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा 1 अगस्त, 2009 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा- (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

केन्द्र

तिरुणलवेली जिला में (क) धनक्करकुलम
राधापुरम तालुक के (ख) करुणकुलम
नागरकोयिल की परिधि

[सं. एस-38013/26/2009-एस.एस.1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 22nd July, 2009

S.O. 2087.— In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st August, 2009 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapters-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil Nadu namely:—

Centre	Areas Comprising the Revenue Villages of
Peripherals areas of	1. Dankakkarakulam
Nagercoil, Radhapuram	2. Karunkulam
Taluk in Tirunelveli District.	

[No. S-38013/26/2009-S.S.-1]
S. D. XAVIER, Under Secy.

नई दिल्ली, 22 जुलाई, 2009

का.आ. 2088.— कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा 1 अगस्त, 2009 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा- (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध कर्नाटक राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

क्र.सं.	राजस्व ग्राम का नाम व नगरपालिका सीमाएं	होबली तालुक जिला
1.	ब्यागडदेनहल्ली	कसबा आनेकल बेंगलुरु
2.	अरेहल्ली	अत्तिबेले आनेकल बेंगलुरु

[सं. एस-38013/28/2009-एस.एस.1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 22nd July, 2009

S.O. 2088.— In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st August, 2009 as the date on which

the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Karnataka namely:—

S.No.	Name of the Revenue Village or Municipal Limits	Hobli Taluk District
1.	Byagadad-enahalli	Kasaba Anekal Bangalore
2.	Archalli	Attibele Anekal Bangalore

[No. S-38013/28/2009-S.S.-1]
S. D. XAVIER, Under Secy.

नई दिल्ली, 22 जुलाई, 2009

का.आ. 2089.- कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा 1 अगस्त, 2009 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा- (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

केन्द्र

वेल्लूर जिला में
अरकोणम तालुक के
चित्तेरी गांव

1. चित्तेरी

आदि के अंतर्गत आने वाले राजस्व
गांव

[सं. एस-38013/24/2009-एस.एस.1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 22nd July, 2009

S.O. 2089. — In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st August, 2009 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil Nadu namely:—

Centre	Areas comprising the Revenue Villages of
Chiteri Village Arakonam Taluk Vellore District.	1. Chiteri

[No. S-38013/24/2009-S.S.-1]
S. D. XAVIER, Under Secy.